

**AGREEMENT BETWEEN**

**BOARD OF EDUCATION, TOWN OF BOLTON**

**AND**

**LOCAL 1303 of COUNCIL #4**

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

**July 1, 2018 – June 30, 2021**

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**AGREEMENT BETWEEN  
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AND  
LOCAL 1303 of COUNCIL #4  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

This Agreement is entered into by and between the town of Bolton, Board of Education, hereinafter referred to as the "Employer" and Local 1303-127 of Council #4, American Federal of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

**ARTICLE I  
RECOGNITION**

**Section 1.0**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of employment, and other conditions of employment for all full-time employees. Full-time employees shall be defined to mean those employees employed for twenty (20) hours a week or more hired prior to June 30, 2018 and twenty-five (25) hours a week for full-time employees hired after July 1, 2018 doing custodial, repair and maintenance work, excluding high school students employed by the Board of Education, seasonal employees, the Supervisor of Buildings and Grounds, and supervisors within the meaning of the Municipal Employees Relations Act, Connecticut General Statute 7-467a et seq. (the "Act").

**ARTICLE II  
UNION DUES**

**Section 2.0**

It shall be a condition of employment that all employees in the bargaining unit on the date this Agreement is executed shall either become members of the Union in good standing or pay a monthly service fee set by the Union to cover the cost of collective bargaining, contract administration, grievance adjustment, and other legally permissible costs for the duration of this Agreement of any extension thereof.

It shall be a condition of employment that any new employee covered by this Agreement and hired on or after its execution date shall, on the sixtieth (60th) day following such employment, either become a member of the Union in good standing or pay a monthly service fee set by the Union to cover the cost of collective bargaining, contract administration, grievance adjustment, and other legally permissible costs for the duration of this Agreement and any extension thereof.

**Section 2.1**

The Union agrees to indemnify and save the Board harmless against any and all costs, including attorneys' fees, arising out of any and all claims, demands, suits or proceedings arising out of or by reason of, any action taken or not taken by the Board in reliance upon the check-off and union security provisions of this Agreement or the correctness of any Union dues or Union service fee deductions authorization furnished by the Union to the Board.

**Section 2.2**

Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix A, the Employer shall deduct from the employee's pay the first two payrolls of each month, such initiation fees and/or dues as the Union shall determine. The Union agrees to hold the Employer harmless from damages arising from the making of authorized deductions.

**Section 2.3**

Deductions as provided in Section 2.1 and 2.2 shall be remitted to the Council #4 office of the Union no later than thirty (30) days after such deductions have been made along with a list of employees from whom the deductions have been made.

**Section 2.4**

At least one bulletin board shall be reserved at an available place in each building, to the extent possible, for the use of the Union for notices or announcements.

**Section 2.5**

The Employer shall provide an electronic copy of the contract to each employee upon request. New employees shall be supplied a copy of the contract at the time he/she is employed. The Council #4 Office shall be supplied with five (5) signed contracts at the time of signing.

**Section 2.6**

The Union shall have reasonable access to work locations for purposes of processing grievances or concerning matters within the scope of representation. The Union must request access to the work location from the building administrator prior to entry. Permission for access to the work location will be granted within reason so that such access shall not interfere with the work process, safety, or security of the work location. The Union shall not meet with the employees while on duty.

**ARTICLE III  
SENIORITY**

**Section 3.0**

The employer shall prepare a list of employees showing their seniority in length of continuous service from first day of employment on the basis of twenty (20) hours or more per week, and deliver the same to the Union on December 1st of each year. Unless the Union files a grievance concerning the list in writing within thirty (30) days following receipt of the list, the list will be presumed to be correct for all purposes of this contract. Upon completion of the probationary period under 3.1 below, new employees shall be added to this list.

### **Section 3.1**

New employees hired to fill a vacancy or new position, and current employees hired to fill a new position shall serve a probationary period and shall have no seniority rights during this period. For new employees, the probationary period shall be six (6) calendar months and current employees hired to fill a new position shall serve a probationary period of three (3) calendar months. The employees shall be subject to all other provisions of this Agreement, except that if a new employee is terminated during this probationary period, the termination shall not be subject to Articles VIII and IX of this Agreement. All employees who complete the probationary period shall acquire length of service records as the date of their employment. If a current employee who is hired to fill a different classification does not satisfactorily complete the probationary period, the employee may return to his/her former position.

### **Section 3.2**

All vacancies and new positions shall be posted for a period of seven (7) days on bulletin boards to be provided for such purpose, prior to any action taken by the Employer to fill such vacancies or new positions. Employees wishing to be considered for assignment to such vacancies or new positions may personally, or through the Steward, submit their request to the Supervisor of Buildings and Grounds of the Board of Education.

### **Section 3.3**

If the Board elects to fill a vacancy, the vacancy shall be filled within thirty (30) days after posting of position, providing qualified applicants are available. Promotions or filling of vacancies or new positions shall be based upon seniority as well as skill and ability as judged by the Superintendent of Schools or his/her designee.

- (a) When a vacancy exists or a new position is created, the employee with the highest seniority shall be given the first opportunity to fill the position provided he/she has the skill and ability to perform the work. If he/she refuses, it shall go to the next senior person who has the skill and ability to perform the work.
- (b) The person appointed to the vacancy or new position and the Union shall be notified in writing of the appointment. All such appointments shall be made not later than thirty (30) days after the posting period.

### **Section 3.4**

Lay-offs shall take effect as follows:

- (a) Part-time employees, including students and seasonal help;
- (b) Probationary employees;
- (c) The employee with the least seniority first;
- (d) The Superintendent of School shall give written notice to the Union and to the employee(s) to be affected by any proposed layoff at least fourteen (14) calendar days before the effective date of the layoff.

### **Section 3.5**

Laid-off full-time employees, within fifteen (15) months of the date of their first layoff, with the most seniority shall be rehired to the classification from which they were laid off, and no new employees shall be hired in these classifications until the above employees in those classifications have been given an opportunity to return to work. Five (5) days written

notification to the last known address shall be sufficient notification. If no written reply is received within ten (10) days after the mailing of notification as aforesaid, the employee shall forfeit all recall rights under this Section. Returning employees, under this Section, must return to work within twenty-one (21) calendar days from the date of the mailing of the notification.

- (a) The provisions of Section 3.6 shall not apply to emergencies, the use of temporary help, or temporary replacements pending the return of any employee who has been recalled from a layoff.

### **Section 3.6**

No students shall be used to permanently replace laid-off custodians. The employment under federal and/or state supplementary employment programs may be utilized but not to permanently replace any custodians who have been laid-off.

### **Section 3.7**

Temporary help is defined as employees hired on a temporary basis. Seasonal employees and high school students are considered temporary help and will not be considered or included in Article 3.0.

## **ARTICLE IV HOURS OF WORK AND OVERTIME**

### **Section 4.0**

The regular hours of employment will be forty (40) hours per week, divided equally over five (5) working days of eight (8) consecutive hours each, Monday through Friday.

- (a) First shift will be eight (8) hours between 6:00 A.M. and 5:30 P.M. with one-half (1/2) hour for lunch. The Supervisor of Buildings and Grounds may assign alternative starting and ending times based on the needs of the school system.
- (b) Second shift will be eight (8) continuous hours between 2:00 P.M. and 12:00 A.M. with one-half (1/2) hour lunch period included.
- (c) Normally second shift shall start no earlier than 2:00 P.M.
- (d) Normally all employees in the bargaining unit shall work first shift during school vacations. If second shift assignments are necessary, employee work schedules will be developed by the Supervisor of Buildings & Grounds. Volunteers will be considered first. If sufficient volunteers are not available, assignments shall be by inverse seniority on a rotating basis. Exceptions will be accommodated with prior approval.

### **Section 4.1**

- (a) Time and one-half shall be paid for all work performed in excess of eight (8) hours in any one (1) day and forty (40) hours in any one (1) week and all work performed on Saturdays.
- (b) Double time shall be paid for all work performed on Sundays.
- (c) Double time shall be paid for all work performed on holidays as listed in Article 5.0.

### **Section 4.2**

- (a) Full-time custodians shall be given preference on all scheduled overtime assignments.
- (b) All scheduled overtime work shall be divided as equally as possible among custodians.

- (c) If an employee is scheduled to work overtime and does not avail himself/herself of the opportunity to work, he/she will be charged with the scheduled overtime as if he/she had worked.
- (d) Upon request, overtime hours of all employees in the bargaining unit shall be posted on a suitable bulletin board every three (3) months.

**Section 4.3**

An employee called into work outside his/her regularly scheduled working hours, i.e. emergency situations, etc. shall be paid a minimum of two (2) hours at his/her applicable hourly rate. He/she shall be paid double his/her regular hourly rate if the call-in is on a Sunday or holiday.

**Section 4.4**

A Union employee involved in negotiations will be allowed time during work hours for such responsibility, if negotiations cannot be arranged outside of work hours.

**ARTICLE V  
HOLIDAYS**

**Section 5.0**

The Employer and the Union agree to the observance of the following holidays off with full pay:

- |                           |                  |
|---------------------------|------------------|
| New Year's Day            | Labor Day        |
| Martin Luther King Day    | Columbus Day     |
| Presidents' Day           | Veterans Day     |
| Good Friday               | Thanksgiving Day |
| Memorial Day              | Christmas Day    |
| Independence Day          | Floater (a)      |
| Friday after Thanksgiving |                  |

- (a) The floating holiday must be approved in advance by the principal or his/her designee. Any request for a floating holiday before or after school vacation must be approved by the Superintendent of Schools or his/her designee. Should school be scheduled on no more than two (2) holidays, employees will report to work and shall receive a floating holiday to replace the designated holiday.

**Section 5.1**

Holidays falling on Saturday or Sunday will be celebrated according to state law.

**Section 5.2**

When a holiday occurs during the regular vacation period of an employee, the day will be treated as a holiday and will not be charged as a vacation day.

## ARTICLE VI VACATIONS

### Section 6.0

Upon completion of six months of work, employees shall be given one week (five working days) of vacation at their base rate of pay.

Beginning on the first day of the 2<sup>nd</sup> year of employment through the end of the 5<sup>th</sup> year of employment, employees shall be given two weeks (ten working days) of vacation at their base rate of pay.

Beginning on the first day of the 6<sup>th</sup> year of employment through the end of the tenth year of employment employees shall be given three weeks (fifteen working days) of vacation at their base rate of pay.

Beginning on the first day of the 11<sup>th</sup> year of employment through the end of the nineteenth year of employment employees shall be given four weeks (twenty working days) of vacation at their base rate of pay.

Beginning of the first day of the 20<sup>th</sup> through the end of the 24<sup>th</sup> year of employment, employees shall be given one additional day of vacation at their base rate of pay as follows:

- Beginning of the 20<sup>th</sup> Year                      21 days
- Beginning of the 21<sup>st</sup> Year                      22 days
- Beginning of the 22<sup>th</sup> Year                      23 days
- Beginning of the 23<sup>rd</sup> Year                      24 days
- Beginning of the 24<sup>th</sup> Year                      25 days

### Section 6.1

The vacation period will be set by mutual agreement between the Superintendent of Schools or his/her designee and the employees. Seniority shall govern preference when more than one vacation cannot be accommodated. Employees shall notify the Superintendent of Schools or his/her designee of their vacation selection between January 1 and May 15 of each year. Employees shall be allowed to take up to ten (10) days of vacation during the school year. During the non-vacation weeks of the school year, no more than one (1) employee may be out on vacation at any one time. In the event extra coverage is needed during an employee's vacation period, employees covered by this Agreement shall be given the first opportunity to provide such coverage in accordance with their seniority.

### Section 6.2

- (a) Pro rata accumulated annual vacation pay shall be granted to an employee in the event he/she terminates employment, provided fourteen (14) days notice has been given in writing to the Employer.
- (b) In the event of the death of an employee, his/her pro rata accumulated vacation pay shall be paid to the beneficiary designated by the employee in writing on a form provided for this purpose that shall be retained in his/her personnel folder, or in the absence of such designation, to the employee's estate.
- (c) Section 6.2 above shall apply in the event of termination in good standing.

### **Section 6.3**

In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick days to his/her sick leave, providing a doctor's certificate verifying illness is furnished to the Supervisor of Buildings & Grounds.

### **Section 6.4**

Vacation shall not be cumulative from year to year. Exceptions may be made upon written request to the Supervisor of Buildings & Grounds and approval by the Superintendent of Schools to carry over no more than five (5) vacation days a year. In the event of extenuating circumstances, the Superintendent of Schools may exercise discretion for requests over five (5) carry over vacation days.

### **Section 6.5**

If an employee is required to work any part or all of his/her vacation, the employee will be paid the regular rate of pay plus his/her vacation pay unless subsequent time off is possible at a mutually agreeable time between the Supervisor of Buildings & Grounds and the employee.

## **ARTICLE VII SICK LEAVE**

### **Section 7.0**

#### **For current employees hired prior to 7/1/2000:**

Sick leave will be granted on the basis of twenty (20) days per year maximum, prorated at two (2) days per month accumulative to one hundred forty (140) days. Each employee shall be notified of his/her accumulated sick leave by letter at the beginning of each school year.

For all employees hired after 7/1/00, the following language will apply:

Sick leave will be granted on the basis of fifteen (15) days per year maximum, prorated at 1.25 days per month accumulative to one hundred forty (140) days. Each employee shall be notified of his/her accumulated sick leave by letter at the beginning of each school year.

### **Section 7.1**

Sick leave may be used in the following cases:

- (a) Personal illness or physical incapacity due to illness or disability.
- (b) Enforced quarantine of the employee in accordance with community health regulations.
- (c) Up to eight (8) sick days may be used for the care of an ill parent, child, spouse or member of the employee's household.

### **Section 7.2**

- (a) Employees shall be entitled to five (5) days of personal leave annually, which shall not be cumulative. The employer has delegated to the Superintendent of Schools the responsibility for the administration of such requests as may from time to time occur. Two (2) days may be for unspecified reasons. After three (3) years of service, four (4) days may be for unspecified reasons. Vacation or recreational use of these days is not permitted.
- (b) Application for such leave shall be made through the Supervisor of Buildings & Grounds

at least twenty-four (24) hours before the requested day of leave (except in emergencies).

- (c) Except in the cases of extreme hardship or disability to the school system, personal leave will be granted for the following:
1. legal reasons;
  2. marriage (self, children, siblings of self or spouse, wards and parents);
  3. illness in immediate family (living in same household) requiring presence of employee;
  4. doctor or dentist appointment;
  5. death in family or attendance at funerals (if not covered under Section 7.8);
  6. religious holidays;
  7. birth of child in immediate family;
  8. graduation exercises.

For each such day, absence for personal reasons in excess of the number of days allowable may result in a deduction of the equivalent of one day's salary.

### **Section 7.3**

Military leave shall be granted in accordance with state statute sec. 7-462. Copies of orders to active duty shall be provided to the Supervisor of Buildings & Grounds or his/her designee.

### **Section 7.4**

A leave of absence without pay for required military service shall be granted upon written request to any employee who enters a branch of the armed services of the United States for four (4) years or less. Required military service shall mean induction into the armed services or voluntary enlistment in lieu of imminent induction.

- (a) No employee shall lose any seniority standing because of the required military service including service in the National Guard or Organized Reserves.
- (b) The employee's accumulation of sick leave upon leaving shall be retained to his/her credit when he/she returns from military service.
- (c) On return from military service, the employee shall be reinstated to his/her former job or one of like rank and shall receive credit for the yearly increments awarded during the employee's absence for military service provided the employee reports for duty within the period of time prescribed by law or if there is not such period prescribed by law, within thirty (30) days of discharge.
- (d) Upon return of an employee from military service, the full-time employee with the least seniority may be subject to layoff.

### **Section 7.5 - Jury Pay**

Employees shall notify the Superintendent in writing not later than three (3) calendar days following receipt of notice of jury duty. Such employees shall be granted paid jury duty leave to the maximum number of days required by statute. During such leave, employees shall then be compensated the difference between fees paid for jury duty service, excluding mileage, and their normal pay based upon regularly scheduled hours of work excluding overtime.

### **Section 7.6**

On retirement only, at age sixty (60) or over, or upon death of an employee, employees under this Agreement who were hired prior to June 30, 2015 and have a minimum of five (5) years of

continuous service and those hired after July 1, 2015 and have a minimum of ten (10) years of continuous service in the Bolton School System at retirement, or his/her beneficiary upon death, will receive payment for accumulated sick leave as follows:

- (a) at the rate of five (5) days per year, not to exceed fifty five(55) days; and
- (b) the dollar value of the allowance will be based on the employee's wage rate at the time of retirement or death. Best efforts will be made to see that the payment is made within sixty (60) days.

Only custodians/maintainers employed by the Bolton Board of Education prior to July 1, 2018 shall be eligible to receive payments for accumulated sick leave upon retirement as set forth above.

#### **Section 7.7**

If any provision of this Agreement is inconsistent with the provisions of any applicable family and medical leave statute, the provisions of the statute shall be controlling.

#### **Section 7.8**

Employees shall be entitled to five (5) consecutive school days leave of absence with pay, from the day of death, in the event of the death of a spouse, child/stepchild, parent(s), brother and sister. Employees shall be entitled to three (3) consecutive school days leave of absence with pay, from the day of death, in the event of death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents and grandchildren with approval of the Superintendent.

### **ARTICLE VIII GRIEVANCE PROCEDURE**

#### **Section 8.0 - Definitions**

- (a) For the purpose of this Agreement, the term "grievance" means a complaint that there has been a misapplication, misinterpretation, or violation of a specific provision of this Agreement.
- (b) The term "days" means working days.
- (c) "Grievant" means an employee, or group of employees.
- (d) Time limits: In order to expedite the processing of grievances under this Article, each time limit shall be considered a maximum. All grievances shall be filed in writing at Step 2 within fifteen (15) days after the event or occurrence giving rise to the grievance. Any grievance not filed and pursued within the time limits specified in this Article shall be deemed waived. Failure to respond at any step shall be deemed denial of the grievance and shall enable the grievant to proceed to the next step.

#### **Section 8.1**

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

- (a) Step 1 - The grievant and/or his/her steward or representative shall submit the grievance to the immediate supervisor in an effort to get the grievance resolved informally.
- (b) Step 2 - If the grievance is not resolved within five (5) days at Step 1, and in any event no later than fifteen (15) days after the event or occurrence giving rise to the grievance, this

grievance shall be reduced to writing and submitted to the Superintendent of Schools. The Superintendent shall respond to the Union in writing within ten (10) days following receipt of the grievance.

- (c) Step 3 - The grievant may submit the grievance to the Board of Education or a designated subcommittee within twenty (20) days after receipt of the Superintendent's response. Within fifteen (15) days following receipt, the Board of Education or subcommittee shall conduct a hearing on the grievance. The Board shall render its decision within fifteen (15) days after the hearing.
- (d) Step 4 - If the Union is not satisfied with the Board's decision, it may elect to submit the grievance to the State Board of Mediation and Arbitration within thirty (30) days after the Board of Education action. The arbitrator's decision shall be final and binding on the parties. The arbitrator's fee shall be shared equally by the parties. The arbitrator shall not have the power to add to, delete, amend, or alter the terms of this Agreement.

#### **Section 8.2**

The grievant may handle his/her own grievance if the grievant desires at Steps One to Three, but no settlement shall be made that is contrary to any of the terms of this Agreement.

#### **Section 8.3**

The Employer shall allow the aggrieved employee(s) and Union Steward the necessary time off without loss of pay to attend grievance hearings.

#### **Section 8.4**

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, until said grievance is resolved.

### **ARTICLE IX DISCIPLINARY ACTION**

#### **Section 9.0**

The Employer may discipline employees for just cause.

#### **Section 9.1**

Disciplinary actions shall normally be administered progressively, starting with a verbal warning. The nature or frequency of an infraction, however, can warrant more significant discipline and there is no requirement that the discipline steps listed below be strictly or sequentially followed.

- (a) verbal warning
- (b) written warning
- (c) suspension without pay
- (d) discharge

Certain infractions may require immediate suspension or discharge. Written notification of suspensions and discharges must be provided to the employee and the Union President the next working day of the date a suspension or discharge is scheduled to take place.

#### **Section 9.2**

All non-probationary suspensions and discharges are subject to the grievance procedure.

**ARTICLE X  
INSURANCE**

**Section 10.0**

The Board will provide insurance coverage for each eligible employee through the following insurance plan set forth below for the 2018 – 2019 year:

1. High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) component. The HDHP/HSA plan will include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	N/A	20% after deductible up to the co-insurance maximum
Out of pocket maximum (individual/aggregate family)	N/A	\$4,000/\$8,000
Lifetime maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense	

The Board will provide insurance coverage for each eligible employee through the following insurance plan set forth below for the 2019 – 2020 and 2020 – 2021 years:

1. High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) component. The HDHP/HSA plan will include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,500/\$5,000	
Co-insurance	N/A	20% after deductible up to the co-insurance maximum
Out-of-pocket maximum (individual/aggregate family)	\$5,000/\$10,000	
Lifetime maximum	Unlimited	
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	\$5/\$25/\$40 copay after deductible MAC B	

### HSA Deductible Funding

- (a) Effective July 1, 2018 and each year thereafter during the duration of this Agreement, the Board will fund fifty percent (50%) of the applicable HSA deductible amount for full-time employees. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments on the first payroll in July and the first payroll in January.
- (b) The parties acknowledge that the Board's contributions toward the funding of the HSA plan, referenced in paragraph (a) above, are not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed custodians. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

### 2. Premium Shares

- 1. The employee's premium share for the High Deductible Health Plan hereinabove, with no maximum dollar amount on employee contributions, shall be nine and one half percent (9.5%) in year one, nine and one half percent (9.5%) in year two, and ten and one half percent (10.5%) in year three.
- 2. The Board will maintain dental coverage through the Anthem BCBS Co-pay Dental Plan in effect during the 1996-97 contract year, with dental riders A and B. The employee's premium share for the Dental Plan will be 18% for all three years.
- 3. Should any Federal statute or regulation pertaining to Internal Revenue Code §49801, otherwise known as the Affordable Care Act, be mandated to take effect during the term of the contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered in the parties' collective bargaining agreement, the parties agree to commence negotiations to address the excise tax. Such negotiations shall be limited solely to the distribution of payment of the excise tax, health insurance plan offerings, coverage, design, premium cost share and alternate group health plans. Other negotiated subject matter in the collective bargaining agreement shall not be subject to this reopener.

### **Section 10.1**

The employer agrees to assume full premium cost of term life insurance policy for each employee under this Agreement who has had three (3) or more years of completed service in the Bolton School System in an amount equal to two (2) times the employee's annual salary. Such insurance to be subject to terms and conditions set forth by the carrier.

### **Section 10.2**

The Board reserves the right to change insurance carriers or underwriters provided comparable coverage and benefits are offered.

**Section 10.3**

The Board shall maintain a Section 125 Plan (as permitted by law) for the purpose of permitting the custodians to make such premium contributions on a pre-tax basis.

**ARTICLE XI  
PENSION**

**Section 11.0**

Maintenance and custodial personnel may participate in the Board of Education Retirement Account. The Board will contribute the equivalent of seven (7%) percent of each employee's gross income, at no cost to the employee, to this plan each fiscal year.

Participation in the plan or payment in lieu thereof will be governed by the following rules:

- (a) Participation is subject to all the terms and conditions of the Plan as stated in the applicable annuity policy.
- (b) Contributions will be submitted to the Plan by the Board on each payroll.
- (c) Each new employee will become eligible to participate in the Plan effective the third payroll of employment. A representative of the Board will hold an orientation meeting with each new employee to explain the operation of the plan.

**ARTICLE XII  
MISCELLANEOUS**

**Section 12.0**

The Superintendent may at his/her sole discretion, grant the remaining four (4) hours of work on the day before Christmas as additional paid time off. Employees will close shop once they have completed one half day of work (four {4} hours) on New Year's Eve Day when school is not in session. At the discretion of the Supervisor of Buildings and Grounds, employees on the second shift may start work at 1:00 P.M. on the day before Thanksgiving.

**Section 12.1**

No custodian will be expected to complete all his/her regular cleaning duties plus any extra duties that may be assigned by extracurricular school activities or by any other group using the school buildings or any activities not directly related to his/her normal work schedule.

**ARTICLE XIII  
SAVINGS CLAUSE**

**Section 13.0**

If any provision of this contract is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute section shall be subject to appropriate consultation with the Union. In the event that any provision of this contract is, or at any time shall be, contrary to law, such provisions shall be severed from this Agreement, and all other provisions shall continue in full force and effect.

**ARTICLE XIV  
SAFETY AND HEALTH**

**Section 14.0**

Both parties to this Agreement hold themselves responsible for mutual enforcement of safety rules and regulations. All safety equipment, i.e. ear protection, eye protection, rubber gloves, etc., shall be supplied and maintained by the Employer.

**Section 14.1**

The board shall provide a boot allowance of \$200 with a receipt(s) provided by the employee for reimbursement without sales tax submitted once during the fiscal year prior to June 1st. The Board will supply any necessary tools needed for special maintenance jobs.

**ARTICLE XV  
WAGE SCALE**

**Section 15.0**

The wage scale is attached hereto and marked Appendix B.

**Section 15.1**

A new custodian shall be hired at Step I of the appropriate wage scale. A new maintenance employee may be hired based on experience and qualifications. Employees who are appointed from January 1 to June 30 will remain on the same step in the succeeding year, July 1 to June 30. Increments shall be withheld for unsatisfactory performance upon the recommendation of the Supervisor of Buildings & Grounds and the Superintendent of Schools, and with the approval of the Board of Education. The Administration will explain to all new employees the terms of employment especially with regards to salary application and vacation schedule.

**Section 15.2**

Paychecks will be issued bi-weekly and distributed via direct deposit effective September 1, 2018. Direct deposit payroll vouchers are posted on the employee portal.

**Section 15.3**

Employees hired prior to the date of signing of the 1997-2000 contract shall receive a lump sum longevity remuneration, in addition to their regular salary, as recognition for full-time continuous service in the Bolton School System on the following basis:

- (a) \$250.00 each year beginning with the 10th year of full-time continuous service in the Bolton School System.
- (b) \$350.00 each year beginning with the 15th year of full-time continuous service in the Bolton School System.

**Section 15.4**

Employees temporarily promoted and working in a classification higher than his/her own shall be paid starting rate on the wage scale for the higher classification. Upon completion of the temporary promotion, the employee reverts back to his/her previous assignment without any loss of seniority.

**Section 15.5**

If an employee is required to take on additional work due to the extended absence beyond two weeks of another employee, then the employee shall be paid one (1) additional hour of overtime per day beyond the two weeks.

**Section 15.6**

If an employee is asked to complete additional work that is a higher classification than the employee, as approved by the Superintendent or his/her designee, the employee shall be paid four dollars (\$4) more per hour for the period of time required to complete the task.

**ARTICLE XVI  
EVALUATION**

**Section 16.0**

Every new employee will be evaluated by the Supervisor of Buildings & Grounds and the appropriate principal during his/her probationary period.

**Section 16.1**

- (a) Every employee will be evaluated annually by the Supervisor of Buildings & Grounds and the school principal prior to May 15.
- (b) The evaluation shall be objective in nature and shall include the following categories of ratings:
  - Satisfactory Performance
  - Needs to Improve
  - Unsatisfactory Performance
- (c) The evaluation report shall be shared with the employee and, if the rating is in the lower two (2) categories, the employee shall be granted until June 15 to improve the quality of his/her performance. It shall be the responsibility of the evaluator to specify in writing improvements that are necessary to meet satisfactory performance.
- (d) The Union shall receive a copy of each employee evaluation that rates an employee less than satisfactory.
- (e) No increment will be withheld or disciplinary action taken unless the June 15 evaluation shows that the employee is still not performing in a satisfactory manner.
- (f) If the employee is denied an increment, this article is grievable under the grievance procedure as to the procedural steps being followed.

**ARTICLE XVII  
MANAGEMENT'S RIGHTS**

**Section 17.0**

Subject to the provisions of this Agreement, the Board of Education and the Superintendent of Schools reserve and retain all rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the school and its professional staff.

Subject to the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the school in all its aspects, including but not limited to the following: to determine educational policy and

maintain such educational activities as in its judgment will best serve the interests of the students; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands and other property used for school purposes; to employ, assign and transfer employees, to discipline, suspend or dismiss employees for just cause; to prescribe rules for the management, studies and discipline within the school; to determine the textbooks and other instructional equipment to be used; to prepare budgets and, in its sole discretion, expend monies appropriated by the legislature or derived from other sources for the operation of the school district; and to establish, change, and enforce reasonable rules, regulations and policies concerning, among other things, conditions of employment not in conflict with this Agreement, provided such rules, regulations and policies are made known in a reasonable manner to employees affected by them.

## **ARTICLE XVIII NO STRIKE**

### **Section 18.0**

The Union and the employees agree, individually and collectively, that it or they will not authorize, condone, instigate or sanction any strike, sympathy strike, work slowdown, concerted refusal to render services or other interference with the orderly conduct of the Bolton Public Schools. The Employer agrees that there shall be no lockout of bargaining unit employees during the life of this Agreement or any extensions hereof.

## **ARTICLE XIX DURATION**

### **Section 19.0**

This contract shall take effect upon July 1, 2018 and shall remain in effect until June 30, 2021 and from year to year thereafter unless either party notifies the other no later than one hundred and twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

This contract contains the full and complete agreement between the Board and the Union on all negotiable issues and neither party shall be required, during the term of this contract, to negotiate upon any issues whether covered or not covered in this contract.

It is further agreed that this Agreement may not and shall not be added to, subtracted from, altered, amended, or modified in any respect whatever except by a document in writing signed on behalf of the parties hereto by their duly authorized officers and representatives.

IN WITNESS THEREOF, THE PARTIES have set their hand this 6<sup>th</sup> day of June 2018.

FOR THE EMPLOYER

Elizabeth Krueger  
Signed: 5

FOR THE UNION

Peter D. Snow  
Signed:

Alyse  
Signed:

Vern Brock  
Signed:

Michael  
Signed:

Lawrence J. Webster  
Signed:  
Staff Representative  
Council #4

APPENDIX A

WAGE SCALE – CUSTODIANS

<u>STEP</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
1	20.61	20.61	20.61
2	21.26	21.26	21.26
3	22.44	22.44	22.44
4	22.51	22.51	22.51
5	23.19	23.65	24.18

WAGE SCALE – MAINTENANCE

<u>STEP</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
1	27.20	27.20	27.20
2	27.52	27.52	27.52
3	27.92	27.92	27.92
4	28.38	28.38	28.38
5	28.75	28.75	28.75
6	29.18	29.18	29.18
7	29.55	29.55	29.55
8	29.83	30.43	31.11

WAGE INCREASE

	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
General Wage Increase (GWI):	1.9%	0.0%	0.0%
STEP:	NO STEP	STEP	STEP
Top Step Increase:	1.9%	2.0%	2.25%
Building Checks	\$34 per hour	\$34 per hour	\$35 per hour

Building checks will include current IRS mileage reimbursement. They will be open to all employees. Building checks generally take one (1) hour to complete. Overtime will go into effect should a building check go beyond two (2) hours according to 4.2a and 4.2b.