

Collective Bargaining Agreement

Between

Litchfield Board of Education

- and -

Local 1303-392 of Council 4, AFSCME, AFL-CIO

July 1, 2019 through June 30, 2022

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PREAMBLE

This Agreement is made and entered into by and between the Litchfield Board of Education (hereinafter referred to as the "Board") and Local 1303-392 of Council 4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I Recognition/Definitions

1. The Board recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining over wages, hours and other conditions of employment for a bargaining unit consisting of full time and part time employees in the following classifications: Educational Assistants; Information Technology Specialists; Secretaries, and System Administrator, excluding all central office positions, temporary positions, and any other positions excluded by law.
2. As used in this Agreement, the term "twelve-month employee" means an employee who is regularly scheduled to work twelve months per year.
3. As used in this Agreement, the term "eleven-month employee" means an employee who is regularly scheduled to work 215 days per year (excluding paid holidays and vacations), but less than twelve months per year. Included in this category are Secretaries who work forty (40) hours per week for 215 days.
4. As used in this Agreement, the term "ten-month employee" means an employee who is regularly scheduled to work between 185 and 204 days per year (excluding paid holidays), but less than eleven months per year. Included in this category are Educational Assistants who work for thirty-five (35) hours per week for 185 days.
5. As used in this Agreement, the term "full-time employee" means an employee who is regularly scheduled to work no fewer than the following number of hours per week:
 - a) In the case of Information Technology Specialists, System Administrator and Secretaries, forty (40) hours per week.
 - b) In the case of Educational Assistants, thirty-five (35) hours per week.
6. As used in this Agreement, the term "part-time employee" means an employee who is regularly scheduled to work no fewer than twenty (20) hours per week, but fewer than the applicable number of hours set forth above for "full-time employees."
7. As used in this Agreement, the term "days" shall mean business days, unless otherwise expressly specified in this Agreement.
8. As used in this Agreement, the term "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30.
9. As used in this Agreement, the term "the Board" shall mean the Litchfield Board of Education and/or its designated employees/agents, including, but not limited to, the

Superintendent of Schools and/or the Superintendent's designee, unless otherwise expressly specified in this Agreement.

10. As used in this Agreement, the term "the Superintendent" shall mean the Superintendent of Schools and/or the Superintendent's designee, unless otherwise expressly specified in this Agreement.

ARTICLE II **Board Prerogatives**

1. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:
 - a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
 - b) To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures.
 - c) To discontinue processes or operations or to discontinue their performance by employees.
 - d) To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
 - e) To employ, transfer, promote or demote employees, or to lay off, furlough, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
 - f) To establish contracts or sub-contracts for its operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless it can be done more economically or expeditiously otherwise.
 - g) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Nothing in the preceding sentence shall be construed to prevent the Board from taking disciplinary action against an employee for conduct not prohibited by a specific rule or regulation if the employee should reasonably have known that such conduct was improper.

- h) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rates.
 - i) To determine the work year, work day and work schedules for employees.
2. The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

ARTICLE III
Union Security

1. The Board agrees to deduct from the pay of all its employees in the bargaining unit who voluntarily authorize in writing such deductions from their wages, such membership dues as may be fixed by the Union. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in rates of dues. In addition, the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make such deductions prior to the Board initialing the payroll deduction.
2. The monthly dues remittances to the Union will be accompanied by a list of names and addresses of employees from whose wages such deductions have been made.
3. The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints and claims, including reasonable attorney's fees caused by or arising out of the administration or enforcement of this Article.
4. The Union may use the Board's intra-office mail and email system to send notices to Union members.
5. The Board agrees that representatives from Council 4 AFSCME shall be admitted to the premises of the Board during work hours upon advanced notice of twenty-four (24) hours and agreement of the Superintendent or his/her designee. Such visitation shall be to participate in Labor-Management meetings, interviews with grievants, attending grievance hearings/conferences and for other reasons related to the administration of this Agreement.
6. The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purposes of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within seven (7) days of the employee's hire date and shall be during work hours at a time agreed upon by the employee's immediate supervisor not to exceed one (1) hour in duration.

ARTICLE IV

Seniority

1. Seniority shall be defined as employee's uninterrupted service with the Board, from the first day worked, including all authorized paid leave, provided the employee returns to work immediately at the conclusion of such leave.
2. For the purposes of this Agreement, the following are the "classifications" within the bargaining unit:
 - a) Secretary
 - b) Educational Assistant
 - c) Information Technology Specialist
 - d) System Administrator
3. Except as otherwise provided expressly in this Agreement, no employee shall attain seniority or other rights under this Agreement until he/she has been continuously employed by the Board for a period of one (1) calendar year. If an employee is discharged during or at the conclusion of such one (1) calendar year probationary period, neither the employee nor the Union shall have recourse to the grievance or arbitration provisions of this Agreement with respect to such discharge. Upon successful completion of the probationary period, a new employee shall acquire seniority retroactive to his/her first day of employment.
4. The Board shall maintain a seniority list to record the status of each employee in the unit. The Union shall be provided with a copy of the seniority list annually, during the month of July. If mistakes are not brought to the attention of the Board of Education within thirty (30) days, the list will be conclusive.
5. An employee shall forfeit accrued seniority:
 - a) Upon voluntary resignation or retirement.
 - b) Upon discharge or layoff, provided that if an employee is laid off for a period of one year or less, he/she shall retain seniority accrued as of the date of the layoff upon return to service with the Board (but shall not accrue additional seniority during the layoff), except that an employee shall forfeit any right to retain accrued seniority if he/she has refused an offer of re-employment by the Board within such layoff period, or has failed to respond within ten (10) days of the mailing (by certified mail, at the employee's last known address) of an offer of re-employment during such layoff period.

ARTICLE V

Vacancies

1. A job vacancy is defined as an opening or new position within the bargaining unit.

2. If the Board decides to fill a job vacancy, the vacancy shall be posted in each school and at the school district central office for a period of at least seven (7) working days. The posting shall also be sent to the Union President. The Board shall have the right to advertise such vacancies outside the bargaining unit simultaneously. Employees desiring to apply for appointment to a job vacancy shall file an application with the superintendent's office within the time limit specified in the posting.
3. At the end of the application period, the Board shall have the right to select the applicant (from within or outside the bargaining unit) who is most qualified for the position. In the event that two or more individuals are deemed equally most qualified, and at least one of such individuals is a bargaining unit employee, then the senior most employee among such most qualified individuals shall be awarded the position, unless there are other compelling educational reasons for appointing another individual to the position.
4. In the event the Board deems an employee unqualified for a position for which the employee has applied, the Board will, upon request from the employee, provide the employee with a written statement of the basis for such determination.
5. In the event that the Board decides to fill a vacancy during the summer months, the Board shall forward a copy of the job posting to the Union President or designee.
6. The Union President shall be given notice of all new hires within the bargaining unit together with the position, hours of work and starting pay.

ARTICLE VI

Days and Hours of Work

1. The Board shall have the right to establish and modify the work schedules (including days and hours) for all bargaining unit employees. Prior to making any change in the work schedule of any bargaining unit employee, the Superintendent/designee will notify the union and will meet with the affected employee(s) to explain the reason(s) for the change. Where practicable, such meetings shall occur at least ten (10) days prior to the implementation of the change.
2. Should ten or eleven-month employees, as defined by Article I sections 3 and 4, be asked and agree to work additional days beyond the regularly scheduled work year, they will be paid at their regular hourly rate of pay as indicated in this agreement.
3. Overtime pay at the rate of one and one-half (1 1/2) times the regular base rate shall be paid to hourly employees for all hours worked in excess of forty (40) in a work week. For the purposes of this section, "hours worked" shall include any time paid for during the course of an employee's normal work week. Overtime shall not be accrued without administrative authorization. In the event the additional work is not immediately following or immediately before the assigned employee's regular working hours, the employee shall be paid a minimum of two (2) hours at the overtime rate of pay.

The Technology Manager shall make every effort to distribute the additional work evenly and fairly.

4. An employee who, after completing his/her regular hours of work, is called back to work for an emergency and reports for such work at a time not contiguous with his/her regular shift shall receive no less than two (2) hours of pay at the applicable hourly rate for such service.
5. An employee who leaves campus for lunch or to run errands must sign-out and acknowledge such absences from the school building on his/her time card and will not be paid for time out of the building. A paid lunch is only to be taken within the building.
6. On days when school is cancelled due to weather or other emergencies, no ten or eleven month bargaining unit employees shall be paid for any hours on days when school is cancelled, unless they choose to use a vacation day or personal day, but not a sick day for such time, or unless they are directed to report to work by the Superintendent or designee, in which case they shall be paid for all hours worked on such days.

Twelve month bargaining unit employees shall be required to report to work unless directed otherwise by the superintendent or designee, unless they chose to use a vacation or personal day, but not a sick day for such time. If they do report to work, they shall be paid for all hour worked on such days.

7. On days when the opening of school is delayed due to weather or other emergencies, employees will be expected to report to work at their delayed start time, unless directed otherwise by the Superintendent or designee, and, they will be paid for all hours worked on such days. In the event the delayed opening is three (3) hours in length, the employees shall be given a break.

Employees shall have no loss of pay if the Board closes school early.

8. A twelve (12) month employee out of work on paid sick leave either the day prior to or the day following a weather-related school closing, shall be permitted to utilize a sick day on the day of weather-related closing, providing the employee is sick on that day.
9. A ten or eleven-month employee using a sick, personal or vacation day for a delayed opening will only be paid for those hours' school is in session.

ARTICLE VII **Leave Provisions**

The following leave provisions are adopted in recognition of the necessity for certain temporary absences from employment. However, such absences should occur only when absolutely necessary. A request for leave form must be completed for any of the following leaves except sick leave.

1. Sick Leave.
 - a) Sick leave may be used for personal illness of the employee or for medical/dental appointments that cannot be scheduled outside the employee's regularly scheduled workday. A doctor's or medical professional's note is required after five (5) consecutive sick days.

Employees may use up to two (2) days of sick leave per year for illness in the immediate family, defined as spouse, mother, father, children and relatives living in the home, which requires the employee's presence in the home. Such days may not be accumulated from year to year.

Full-time employees shall accrue sick leave in accordance with the following schedule:

- Twelve-month employees (15) sick days per year
- Eleven-month employees (14) sick days per year
- Ten-month employees (13) sick days per school year

- b) Sick leave may be accumulated to a maximum of one hundred and five (105) days.
- c) During the first year of employment, new employees shall receive a pro-rated number of sick days, based on the number of work days remaining in the work year following their first day of work.

2. Personal Leave:

- a) The Superintendent or the Superintendent's designee may grant personal leave to full-time employees in accordance with the following:

- Twelve-month employees (2) personal days per year
- Eleven-month employees (2) personal days per year
- Ten-month employees (1) personal day per year

During the first year of employment, new employees shall receive a pro-rated number of personal days, based on the number of work days remaining in the work year following their first day of work.

- b) Employees must request such leave in writing on such forms as may be administratively required, stating reasons for the request, at least three (3) working days in advance, except in emergencies. Personal leave is to be used only for personal business which cannot be transacted outside of school hours, including:
 - 1) Legal or financial business that requires the employee's attendance (e.g., house closing), provided that this clause shall not apply to any situation that shall arise due to the demands of outside employment;
 - 2) Marriage (self, children, parents, or siblings);
 - 3) Attendance at graduation exercises for self, spouse, or children; or

- 4) Observance of religious holy days.
- c) Personal leave may not be used to extend a school recess or holiday. Under ordinary circumstances, personal leave will not be granted for days immediately preceding or following a school recess or holiday.
3. Funeral Leave: For full-time and regular part-time employees, the Superintendent or designee may approve the following funeral leave without loss of pay or charge to other leave categories:
 - a) Up to five (5) days in the event of death of a spouse, child or parent.
 - b) Up to three (3) days in the event of the death of a sibling, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse's grandparent or grandchild, or other relative residing in the employee's household.
 - c) One (1) day of funeral leave in the event of death of an aunt or uncle of the employee or the employee's spouse and the spouse of any relative listed in this section.
 - d) Staff members may be required to complete a form identifying the relationship of the deceased to the staff member.
 - e) If additional time is needed, two (2) days may be used; however, these days shall be deducted from the employee's sick leave accrual.
4. Maternity Leave: An employee who is pregnant shall receive a leave of absence in accordance with Section 46a-60(a)(7) of the Connecticut General Statutes as amended. Such leave shall be treated the same as any other short-term disability, and shall be paid to the extent of accumulated sick leave.
5. Injury Leave: Employees who are eligible to receive benefits for temporary total disability under the Workers' Compensation Act as a result of injuries arising out of and in the course of their employment with the Board will be permitted to make up the difference between such workers' compensation benefits and their regular net pay by charging the difference to their accumulated sick leave on a pro-rated basis.
6. Unpaid leaves of absence: An employee may request unpaid leave upon exhaustion of accumulated paid leave. Any requests for unpaid leave must be submitted to the Superintendent at least thirty (30) days in advance, except in emergencies. The denial of any such request by the Superintendent shall not be subject to the grievance procedure.
7. Leave Provisions for Part-time Employees: Part-time employees shall be entitled to the leave provisions set forth in this Article on a pro-rated basis. The number of days and hours of leave for such employees shall be pro-rated based on the number of days and hours such employees are regularly scheduled to work in relation to the full-time work week for their respective positions.
8. Jury Duty: The Board shall pay the difference between jury fees and regular pay while an employee is on jury duty, provided that the employee is called for jury service (rather than volunteering for such service), and provided further that the employee notifies the

Superintendent or the Superintendent's designee within forty-eight (48) hours of receiving the jury notice.

9. Leave for Professional Conferences or Meetings: The Board may grant a leave of absence with pay for participation in conferences or official meetings as approved by the Superintendent or designee which will enhance the value to the school system. The decision to grant or deny a request to attend such a conference shall be at the sole discretion of the Superintendent or designee, and such decisions shall not be subject to the grievance procedure.

11. Family and Medical Leave: Whenever possible, the employee will notify Central office in advance of impending Family Medical Leave and work with Central Office personnel to complete the requisite forms to request the leave. Eligibility and provisions for Family Medical Leave will follow the Board of Education's policy #4218.15. In the event that any provision of this Agreement or the Board's policy is inconsistent with any applicable statute concerning family and medical leave, the provisions of the statute shall be controlling.

ARTICLE VIII **Vacations**

1. Eleven and twelve-month employees shall be eligible for paid vacations in accordance with the provisions of this Article:

2. Vacation Accrual for New Employees. During the contract year in which they are hired into a bargaining unit position, full-time employees working in the classifications set forth in Section 1 above shall earn vacation, beginning in the third month of employment, at the rate of one-half day per month worked, to a maximum of five (5) days. Such vacation days will be posted to the employees' vacation accounts on the July 1 following their date of hire.

3. Vacation Accrual for Bargaining Unit Employees Moving from Positions with No Vacation Benefits into Vacation-eligible Positions. If a bargaining unit employee moves from a position with no vacation benefits into a vacation-eligible position, the employee's years of employment in the prior position(s) shall be credited for vacation accrual purposes at the rate of one year of credit for every two full years of prior continuous service. Such prior years of continuous service shall be measured from the employee's most recent date of hire to the beginning of the school year in which the employee moves into a vacation-eligible position, rounded down to multiples of two full years of employment. By way of example, if a ten-month instructional assistant with nine (9) years of service moves into an eleven-month position at the beginning of the school year, the employee will be credited with four (4) years of service for vacation accrual purposes.

Based on the employee's vacation accrual as determined in accordance with this section and in accordance with Section 4 below, the employee will be credited with the appropriate number of vacation days on July 1 of the year following the employee's movement into the vacation-eligible position.

4. Subject to the provisions of Article 4, Section 2 above, full-time employees working in the classifications set forth in Section 1 above will be credited with vacation on July 1 following the completion of each contract year, in accordance the following schedule:

<u>Years of Service (Contract Year)</u>	<u>Number of Days of Vacation to be Posted at End of Contract Year</u>	
<u>Twelve-month employees</u>		
2 - 4	10	
5-15	15	
16	20	
<u>Eleven-month employees</u>		
	<u>215 days</u>	
2-3	5	5
4-10	10	10
11+	15	15

- a) Part-time employees working in the eleven-month and twelve-month classifications set forth in Section 1 above shall be entitled to vacation days on a pro-rated basis. The number of days and hours of vacation for such employees shall be pro-rated based on the number of days and hours such employees are regularly scheduled to work in relation to the full-time work week for such positions.
- b) Eleven-month employees hired on or after July 1, 2012 shall be entitled to five (5) days of vacation after two (2) years of service and ten (10) days of vacation after five (5) years of service. The vacation for these employees shall be capped at ten (10) days.
5. In order to take vacation days, an employee must submit a vacation request to the Superintendent or the Superintendent's designee at least fifteen (15) days in advance, except as otherwise approved by the Superintendent or the Superintendent's designee.
6. Employees shall be informed of their vacation balances as of March 1 of each year.
7. Vacation shall not be accumulated and must be used during the fiscal year. A one (1) week carry-over may be granted upon request; however, it must be used in the subsequent contract year.
8. An employee who resigns or retires from service with the Board shall be entitled to payment for unused vacation days accrued during the contract year of such resignation or retirement, provided that the employee provides written notice of such resignation or retirement to the Superintendent of Schools at least fifteen (15) days prior to the effective date of such resignation or retirement. In the event of the death of an employee, the Board shall make payment to the employee's estate for unused vacation days accrued during the

contract year of the employee's death. Any payments for unused vacation under this Section of the Agreement shall be made on the date of the Board's next regular payroll date following the employee's last day of employment.

ARTICLE IX
Holidays

1. All twelve (12) month full-time and part-time employees shall be entitled to the following paid holidays based upon their regularly scheduled hours of work:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Day before Thanksgiving
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Fourth of July	Christmas
Labor Day	Day before or after Christmas

The specific days on which such holidays will be observed will be designated by the Board prior to the beginning of each fiscal year.

All eleven (11) month full-time and part-time employees shall be granted the above holidays off with pay based upon their regularly scheduled hours of work, provided that such holidays fall within the designated work year for such employees.

Ten-month full-time and part-time employees shall be entitled to the above listed paid holidays per year provided that such holidays fall within the designated work year for such employees, based upon their regularly scheduled hours of work.

2. In order to be eligible for holiday pay, an employee must work on the regularly scheduled workdays immediately preceding and immediately following the holiday or be on a leave pre-approved by the Superintendent or designee.
3. The Board reserves the right to designate one or more of the holidays as a school day other than the day before Thanksgiving, Thanksgiving, the day after Thanksgiving, the day before Christmas, Christmas, the day after Christmas or New Year's Day due to extraordinary circumstances. If that occurs the employees will receive straight pay for the holiday worked and the employees shall take a "floating" holiday as compensation for working on the designated holiday. The employee must coordinate the date of the "floating" holiday with the Superintendent or his/her designee.

ARTICLE X
Wages

1. Wage Rates:

Effective and retroactive to July 1, 2019, the wages rates for all bargaining unit employees shall be as indicated in this agreement.

2. Compensation Rates:

The following is a list of all base compensation rates for all hourly positions covered by this agreement. New employees shall be hired at these rates:

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
Educational Assistant	16.73	17.23	17.75	18.15
Secretary	19.71	20.30	20.91	21.38
IT Specialist	25.00	25.75	26.52	27.12
System Administrator	64,000	65,920	67,898	69,426

3. Longevity

In recognition of dedicated service to the Litchfield Public Schools as well as acknowledgement of an increased level of skill and higher performance expectations based upon experience, an experience stipend will be added to the hourly rates of employees at specified intervals of employment as indicated herein:

Fifth to Ninth years	=	\$.50 per hour
Tenth to Fourteenth years	=	\$1.00 per hour
Fifteenth to Nineteenth years	=	\$1.50 per hour
Twentieth to twenty-fourth years	=	\$2.00 per hour
Twenty-fifth year and beyond	=	\$4.00 per hour

This section shall only apply to hourly employees.

4. Mandatory Direct Deposit

All employees shall be paid via electronic direct deposit to the designated account of the employee's choice. Such bank account numbers should be provided to the Superintendent or his/her designee prior to the commencement of each school year. Each employee will receive electronic notification of his/her direct deposit each payroll period.

ARTICLE XI Insurance Benefits

Full-time and part-time (working twenty hours per week or more) employees may enroll in the High Deductible Health Plan with deductibles of \$2250 for single coverage and \$4500 for employees plus one or family coverage effective July 1, 2019. Effective July 1, 2020 and for the remainder of the contract, the deductibles shall increase to \$2500 for single coverage and \$5000 for employee plus one or family coverage (See attached Plan Design) with a Health Savings Account. Employees ineligible to participate in a health Savings Account will be able to participate in a Health Retirement Account.

1. Full-time and part-time employees (twenty hours per week or more) may enroll in the dental plan offered by the Board, subject to any and all eligibility requirements established by the insurance carrier(s) and/or plan administrator(s). See attached plan design.
2. **Premium Contributions:**

Full-time and part-time (twenty hours per week or more) employees shall pay the fifteen percent (15%) of the premium rates regardless of coverage type (individual, dual, and family with such payments to be made through payroll deduction for the life of the contract. The Board will contribute the remaining eighty-five percent (85%) of the premium for the duration of the contract.

3. **Employer Contribution to Deductible:**

Effective July 1, 2019, the Board shall fund sixty-five percent (65%) of the employee's applicable deductible into the employee's Health Savings Account (HSA) or Health Retirement Account (HRA) if the employee is ineligible to participate in an HSA. The Board's contribution will be deposited in two equal installments, the first to be deposited on or about September 1 and the second to be deposited on or about January 1. The employee shall contribute the remaining thirty-five percent (35%) into the HSA (or HRA if applicable) by way of payroll deductions. Effective July 1, 2020 and for the remainder of the contract the Board shall fund fifty percent (50%) of the employee's applicable deductible.

If the employee can demonstrate a hardship or a catastrophic injury or illness to him/herself or a covered dependent, the employee can make application to the Superintendent or his/her designee for the Board to make the contribution in advance. It shall be in the sole discretion of the Superintendent or his/her designee whether to grant the emergency advanced funding.

The parties acknowledge that the Board's contribution toward the funding of the deductible is not an element of the underlying insurance plan but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

4. Waiver of Benefits:

Eligible employees who as of July 1, 2019 who voluntarily waive health and dental insurance coverage shall be paid according to the following schedule: employees working 35-40 hrs./wk. = \$2,000; employees working 30-34 hrs./wk. = \$1,500; employees working 25-29 hrs./wk. = \$1,000; employees working 20-24 hrs./wk. = \$500. This provision shall not apply to any member not receiving the benefit prior to July 1, 2019 and shall not apply if a member begins to take the insurance coverage. Bargaining unit employees who receive insurance through another employee employed by the Board are not eligible for this benefit.

5. Life Insurance

Subject to any and all eligibility requirements, the Board shall provide coverage for all employees, regularly scheduled to work twenty hours per week or more, covered by this agreement under a group term life insurance policy providing \$20,000 in life insurance coverage and \$20,000 in accidental death and dismemberment benefits.

6. Long Term Disability

Subject to any and all eligibility requirements of the insurance carrier, the Board shall provide coverage for all employees covered by this agreement under a long-term disability insurance policy providing a basic benefit of sixty percent (60%) of salary with \$5,000 per month cap on such benefits. (NOTE: Insurance carrier currently stipulates this benefit is available to employees regularly scheduled to work a minimum of thirty-two (32) hours per week.)

7. Self-Insurance and Change of Carriers/Plans

The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits (including out-of-pocket expenses for employees and their dependents), when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding and such change.

If at any point it becomes possible for the Board to purchase comparable health insurance less expensively by participating in AFSCME Council 4's Mega MEHIP plan or the State of Connecticut Employees Health Insurance Plan(s), negotiations may be reopened on health insurance only. Such reopener shall occur only upon written demand of the Union or the Board.

8. Section 125 Plan

The Board will maintain one or more plans under section 125 of the Internal Revenue Code in order to permit employees to make their insurance contributions on a pre-tax basis and in order to permit employees to establish medical and/or dependent care reimbursement accounts, to the extent such plans are permitted by law.

9. New Employees

Subject to the requirements of the insurance carrier(s) and/or plan administrator(s), new employees who are eligible for the insurance benefits described in this Article shall be entitled to enroll in the insurance plans on the first calendar day of the month following their first day of work.

10. **Excise Tax**

If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under the Internal Revenue Code Section 49801 or any other federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

ARTICLE XII
Grievance Procedure

1. **Definitions:**

- a) "Grievant" is defined as any member of the bargaining unit and may include a group of employees similarly affected by a grievance or the Union.
- b) "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

2. **Time Limits:**

- a) Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties.
- b) If an aggrieved person does not file a grievance in writing with the appropriate administrator within ten (10) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance, then the grievance shall be considered waived.
- c) Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be deemed to be acceptance of the last decision rendered and shall constitute a waiver of the right to proceed further with the grievance.

3. **Informal Step:**

If an employee feels that he/she may have a grievance, he/she may first discuss the matter with the building principal in an effort to resolve the problem informally. With respect to the positions in the IT department, this informal step shall begin with the IT manager.

4. **Step One - Building Principal**

- a) If following the Informal Step, the employee wishes to pursue the grievance, he or she shall present grievance in writing to the building principal within ten (10) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance.
- b) The building principal shall, within ten (10) days after the receipt of the written grievance, render his/her decision and the reasons therefore in writing to the grievant, by registered or certified mail or hand delivery.
- c) With respect to the positions in the IT department, this Step One grievance shall be presented to the Director of Business Operations.

5. **Step Two - Superintendent of Schools**

- a) If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within ten (10) days after receipt of the decision at Level One, file his/her grievance with the Superintendent of Schools or designee.
- b) The Superintendent or designee shall, within ten (10) days after receipt of grievance, meet with the grievant, witnesses, and representatives of the Union for the purpose of hearing the grievance.
- c) The Superintendent or designee shall, within ten (10) days after such meeting render his/her decision and the reasons for it in writing to the grievant.
- d) The IT positions shall proceed directly to Step Three with the Board of Education.

6. **Step Three - Board of Education**

- a) If the grievant is not satisfied with the disposition of his/her grievance at Step Two, he/she may, within five (5) days of receipt of the decision at Step Two, refer the grievance to the Board by notifying the Board Chairperson and Superintendent in writing. The grievant shall forward to the Board Chairperson and Superintendent copies of the grievance and the Step One and Two responses with the referral.
- b) The Board shall, no later than the next regularly scheduled Board meeting occurring at least fourteen (14) days after the Board Chairperson's receipt of the referral to the Board, meet with the aggrieved employee (s) and representatives of the Union for the purpose of hearing and/or resolving the grievance.
- c) Within ten (10) days after such meeting, the Board shall render its decision and the reasons therefore in writing to the grievant and the Union.

7. Step Four—Arbitration

In the event that the Union is not satisfied with the disposition of the grievance at Step Three, the Union may process the grievance to arbitration by filing written notice of intent to submit the matter to arbitration with the Superintendent or his/her designee within twenty (20) days of receipt of the decision at Step Three. The Board shall have the option to select the Connecticut State Board of Arbitration or the American Dispute Resolution Center to hear the grievance. If the Board wishes to select the American Dispute Resolution Center to hear the grievance, it shall so notify the Union, in writing, within ten (10) working days of receipt of the Union's written notice of intent to proceed to arbitration. In the event that the Board does not so notify the Union within such time period, the Board shall thereby waive its right to select the American Dispute Resolution Center to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received, within ten (10) working days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent or his/her designee.

In the event that a grievance is processed to arbitration through the American Dispute Resolution Center, the Board and the Union shall share the filing fees and other administrative costs of the American Dispute Resolution Center equally, and the Board shall pay the arbitrator's fees. In the event that a grievance is processed to arbitration through the State Board of Mediation and Arbitration, the Board and the Union shall share the filing fees and other administrative costs of the State Board of Mediation and Arbitration equally.

The decision of the arbitrator(s) shall be final and binding, except as otherwise provided by law. The arbitrator(s) shall be bound by, and must comply with all of the terms of this Agreement. The arbitrator(s) shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

ARTICLE XIII **No Strike**

Neither the Association nor any employee shall engage in, induce, support, encourage, or condone a strike, sympathy strike, work-stoppage, slowdown, concerted withholding of service, sick-out or any interference with the mission of the Board of Education. This Article shall be deemed to prohibit the concerted boycott or refusal of overtime work. The Board agrees not to lock out any employee during the term of this Agreement or any extension thereof.

ARTICLE XIV **Reduction in Force**

1. The Board has the sole and exclusive prerogative to eliminate or reduce positions in the bargaining unit. When the Board determines that a layoff is necessary, the Board shall first determine which position(s) must be eliminated. Thereafter, the Board shall determine which employee(s) must be laid off, in accordance with the provisions of this Agreement.

2. In the event that an employee must be laid off from a job classification, the Board shall lay off the least senior employee in the job classification (based on the job classifications and definitions set forth in Article IV, Seniority). If such least senior employee has previously worked in another job classification in the district, then the employee shall have the right to bump the least senior employee in such other job classification, provided that he/she has greater seniority than such least senior employee.
3. When reasonably possible, the Board will give four (4) week's notice in advance of layoff to the affected employee(s).
4. An employee who has been laid off shall have recall rights to vacancies in the job classification from which the employee was laid off and/or other job classifications in the district in which the employee has worked previously, for a period of one (1) calendar year from the date of layoff. An employee shall forfeit any recall rights if he/she has refused an offer of re-employment by the Board within such layoff period, or has failed to respond within ten (10) days of the mailing (by certified mail, at the employee's last known address) of an offer of re-employment during such layoff period.

ARTICLE XV
Miscellaneous

1. Four (4) signed copies of this Agreement shall be presented to the Council 4 AFSCME AFL-CIO Staff Representative on the date of signing.
2. The Board agrees to furnish each employee in the bargaining unit with a copy of this Agreement, within thirty (30) days after the signing of this Agreement. New employees are to receive a copy of this Agreement at the time of hire.
3. Approved travel on school business conducted by an employee with his/her personal vehicle shall be reimbursed at the Federal IRS mileage rate in effect.
4. The Union shall be permitted to conduct meetings in any school before or after work hours upon prior notification to and approval of the Superintendent or designee.
5. Bulletin board space shall be provided in each school for posting of union notices and other union matters. Bulletin boards on which space is provided shall be in a conspicuous place.
6. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision therein, shall become inoperative or fail, by reason of the invalidity of any other portion or provision, and the parties do hereby declare that they would have severally approved of the adopted provisions contained therein and apart from the other.

7. Employees who have successfully completed the probationary period may be disciplined, defined as written verbal, suspension with pay, suspension without pay, demoted, probation or discharge, only for just cause.
8. The Board shall promptly notify the Union if an employee is disciplined.
9. The Board agrees to participate in Labor/Management information meetings at the Union's request.
10. The Board shall pay the registration fee for the ParaPro Assessment examination for employees in the Educational Assistant classifications.
11. It is expected that Educational Assistants will work on professional development days unless they request, through their Administrator, personal leave for their absence. This expectation includes both full and partial professional development days. Under ordinary circumstances the use of personal days immediately preceding or following a school recess or holiday will not be granted. Two exceptions to this requirement are those early dismissal days for conferences and high school exams. On these occasions, Educational Assistants must complete their work day schedule at the earlier dismissal time unless the Administration requests their presence.

It is the responsibility of the Administration to provide meaningful professional development activities for Educational Assistants through participation in the activities provided for certified staff or through an activity that will enhance their work effectiveness and knowledge.

12. The Board shall pay to any full-time bargaining unit member in the Technology Department for all work related course or professional development up to \$2000 per member in a fiscal year. Any course work or professional development required the prior approval of the Superintendent or designee.

ARTICLE XVI **PENSION**

The Town shall continue to provide the "Town of Litchfield Amended and Restated Municipal Employees Retirement plan effective October 1, 1989 for the Town's and Board's permanent full-time employees meeting eligibility requirements as set forth in the contract with the insuring company. This shall be known as the "Defined Benefit Plan".

Employees hired prior to July 1, 2012 who are vested in the Defined Benefit Plan may continue their participation in that Plan and shall contribute 1% of their Annual Compensation to the Defined Benefit Plan.

Employees hired on or after July 1, 2012 may not participate in the Defined Benefit Plan. Those employees shall participate in the Town's Defined Contribution Plan. Under the terms of the Defined Contribution Plan, the Board shall contribute 3% of an eligible employee's wages and eligible employees may contribute up to the maximum amount allowed by law.

All employees shall be provided copies of the Defined Benefit Plan or Defined Contribution Plan as requested.

All eligible employees shall be permitted to contribute to a tax sheltered annuity plan - 403(b) and 457(b) on the district's approved list established pursuant to the Internal Revenue Code, to the extent that such plans are permitted by law.

ARTICLE XVII
Duration

1. This Agreement shall take effect on July 1, 2019, and remain in full force and effect until June 30, 2022. No provision of this Agreement shall be retroactive unless provided otherwise expressly in the Agreement. This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.

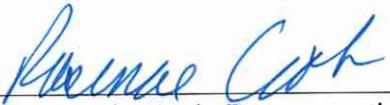
2. If either party wishes to modify this Agreement upon its expiration, such party shall notify the other party in writing at least one hundred twenty (120) days prior to July 1, 2022. Neither party shall be obligated to take part in any such collective bargaining session prior to one hundred and twenty (120) days prior to July 1, 2022.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this _____ day of July, 2019.

LITCHFIELD BOARD OF EDUCATION LOCAL 1303-392 OF COUNCIL 4 AFSCME,
AFL-CIO

By: 

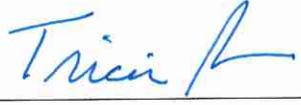
Gayle Carr, Chairman
Litchfield Board of Education

By: 

Rosemarie Cook, Representative
Local 1303-392 of Council 4AFSCME,
AFL-CIO

Date: July 18, 2019

Date: July 18, 2019

By: 

Tricia Johnson
Staff Rep Attorney
AFSCME Council 4

Date: 7/19/19