

Custodial and Maintenance Section

AGREEMENT

Between

TORRINGTON BOARD OF EDUCATION

and

LOCAL 1579 OF COUNCIL #4

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

(CUSTODIAN and MAINTENANCE, CAFETERIA, PARAPROFESSIONAL AND

SECRETARIAL EMPLOYEES

OF THE TORRINGTON PUBLIC SCHOOL SYSTEM)

Effective July 1, 2017 - June 30, 2020

AGREEMENT BETWEEN THE TORRINGTON BOARD OF EDUCATION
 -and
 LOCAL 1579 OF CONNECTICUT COUNCIL #4 AMERICAN FEDERATION OF STATE,
 COUNTY AND MUNICIPAL EMPLOYEES
 AFL-CIO

TABLE OF CONTENTS - Custodial and Maintenance

Preamble..... 1

Article

I. Recognition 1

II. Union Security 2

III. Seniority..... 2

IV. Vacancies and Transfers..... 5

V. Hours of Work 6

VI. Holidays..... 10

VII. Vacations 11

VIII. Leaves of Absence..... 13

IX. Safety and Health 18

X. Medical/Disability Coverage 18

XI. Life Insurance 21

XII. Retirement and Disability Benefit..... 21

XIII. Non-Members of Pension and Retirement Plan 22

XIV. Terminal Leave 22

XV. Prior Practice..... 22

XVI. Bulletin Boards..... 23

XVII. Rates of Pay 23

XVIII. Disciplinary Procedure 25

XIX. Grievance Procedure 25

XX. No Strike Clause..... 27

XXI. Board Prerogatives 27

XXII. Miscellaneous 28

XXIII. Duration..... 30

Exhibit A – Job Description – Custodian I 32

Exhibit A – Job Description – Custodian II 32

Exhibit A – Job Description – Custodian III 33

Exhibit R – Custodial pension as of 5-2011 35

**AGREEMENT BETWEEN THE TORRINGTON BOARD OF EDUCATION
-and
LOCAL 1579 OF CONNECTICUT COUNCIL #4 AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO**

**(THE CUSTODIAL AND MAINTENANCE, CAFETERIA, PARAPROFESSIONALS,
AND SECRETARIAL EMPLOYEES OF THE TORRINGTON PUBLIC SCHOOL
SYSTEM)**

PREAMBLE

The following Agreement is designed to set forth in writing the agreement reached between the Board of Education and such of its employees as may be covered by this contract with respect to wages, hours of employment and other conditions of employment.

CUSTODIAL & MAINTENANCE SECTION

**ARTICLE I
RECOGNITION**

The Torrington Board of Education hereinafter referred to as the “Employer” hereby recognizes Local 1579 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO as the sole and exclusive representative of all Custodial and Maintenance employees of the Employer, excluding supervisory employees as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representation Case Number ME-6328 including all Cafeteria Employees as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representative, Case No. ME-12,229, Decision and Expansion of Unit, Decision No. 2886, dated February 14, 1991; all Paraprofessionals as set forth in Connecticut State Board of Labor Relations Decision and Certification of Representation Case Number ME-12,873, dated July 9, 1990 (and affiliation with Local 1579 as of February 10, 1994); all Secretaries as set forth in Connecticut State Board of Labor Relations Decision and Modification of Unit Case Number ME-15,998 dated March 22, 1994, 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.

CODING USED IN THIS AGREEMENT DENOTING EMPLOYEES REFERENCED:

C and M	=	Custodial and Maintenance Employees
CE	=	Cafeteria Employees
P	=	Paraprofessionals
S	=	Secretaries

ARTICLE II
UNION SECURITY

Section 2.1 - C and M

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 pay service fees as certified by the Union.

Section 2.2 - C and M

The Employer agrees to deduct uniform 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 Secretary or other authorized official of the Union. Deductions shall be made weekly. Effective July 1, 2018, all deductions shall be made biweekly.

Section 2.3 - C and M

The total amount deducted each week in accordance with the provisions of this Agreement will be remitted by the Employer, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address 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. The Employer will provide an up-to-date list of bargaining unit employees with names and addresses of all such employees, mailed to the Treasurer of the Union not later than December first of each year.

Section 2.4 - C and M

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

Section 2.5 - C and M

The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits, judgment, 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 deduction or service fees provisions of this Article.

ARTICLE III
SENIORITY

Section 3.1- C and M

Employees shall be designated under the following bargaining unit department. -
Custodial and Maintenance

Section 3.1.2 - C and M

Departmental seniority shall mean the term of service beginning on the date the employee begins employment within the custodian bargaining unit department. In the event a member transfers departments within Local 1579 (e.g., an employee moves from the custodial unit to the paraprofessional unit), he/she forfeits all vacation and departmental seniority rights, however, he/she will retain the sick leave accumulation he/she earned under his/her previous department. Under no circumstances, however, shall an employee become eligible for a sick leave or a longevity payment upon severance of employment by transferring from one Local 1579 department to another, (e.g., a paraprofessional hired prior to the 2007-2010 contract will not be eligible for terminal leave or a sick leave payout if he/she transfers into the custodial unit).

Section 3.1.3 - C and M

Bargaining unit seniority shall mean an employee's term of uninterrupted service beginning with the date of hire with the Board of Education, irrespective of his/her department.

Section 3.1.4- C and M

Classification seniority as used herein shall mean a term of uninterrupted service within the specific custodian classification (set forth in Section 17.1-C and M below) and is computed from the day the employee becomes a member of the classification. Classification seniority shall be applied in all matters in which seniority is a factor as stated in this Article, including, but not limited to layoff and recall, unless the contract specifically states otherwise. Transfers, promotions, and vacation preference shall be governed by departmental seniority as that term is defined in Section 3.1.2-C and M above.

Section 3.2 - C and M

The Employer shall prepare an annual list of all employees covered by this Agreement which shall set forth each employee's hiring date, classification seniority and rate of pay. A copy of such listing shall be furnished to the Union at the beginning of each school year and upon reasonable request. New employees shall be added to this list.

Section 3.3- C and M

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

Section 3.4 - C and M

In the case of layoff or job elimination within the Custodian Department, layoff shall be in inverse order of classification seniority except employees whose job is eliminated shall have the right to bump the least senior employee in an equal or lower classification, provided he/she is qualified for the position at issue.

Section 3.5- C and M

The Employer shall place the name of any laid off employee on an appropriate recall list and arranged in the order of layoff. The employee's name shall remain on the list for two years unless he is re-employed during such time. An employee who accepts a position in a lower classification in lieu of layoff shall be placed on a recall list for his/her former classification for a period of two (2) years.

Section 3.6 - C and M

The employer shall **first** recall in the order of seniority any employee on the recall list who was previously laid off in a particular classification before any new employee is hired into such classification.

Section 3.7 - C and M

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.

Section 3.8 - C and M

- A. Union Officers (President, Vice-President, Secretary and Treasurer), Department Chairperson, Departmental Chief Shop Steward, and Shop Steward (Day-Night) shall have top seniority in the Department in the event of layoff.

- B. For Union Officers only, in the event of job elimination, after exercising the above rights, the employee with top seniority may then bump into any department in the bargaining unit in the same pay category or lower provided they can perform the work.

In the event there is a dispute between the parties the Board agrees it shall not act in an arbitrary, unreasonable or capricious manner.

- C. The Union will notify the Board annually in January of those employees who have top seniority.

Section 3.9- C and M

Seniority shall not accrue during layoff but, if rehired from the recall list, shall be continued from the date of rehire.

Section 3.10- – C and M

If a union member on layoff is physically able to return to work to fill a vacant position and refuses a callback offer or refuses to respond to a callback notice within one week (seven calendar days), that union member will be removed from the callback list. If medical documentation is provided confirming the individual's inability to physically handle the responsibilities of that particular position, the person will remain on the

recall list, maintaining his or her same callback order relative to others on that list. (As specified in the contract, laid-off employees are kept on the callback list for up to two (2) years. If a person has not been called back to work by the end of two years, that person is dropped off the list.

ARTICLE IV

VACANCIES AND TRANSFERS

Section 4.1 - C and M

When a vacancy exists in a department, the employee with the most seniority in that department and classification shall be given the first opportunity to fill such vacancy.

Whenever an employee is promoted or fills a posted vacancy in any position, a trial period of ninety (90) calendar days shall be served. Any employee found to be unsuitable during such trial period, shall be returned to a position within his/her classification and department. Employees may not apply for a change in position during their trial period.

Section 4.1.2 - C and M

Notice of a vacancy or new position shall be posted for five (5) working days before being filled.

Section 4.1.3 - C and M

- A. Any vacancy remaining open after employees have exercised their right to bid within classification shall then be opened to the employee, if qualified, with the most seniority in that department who shall be given the first opportunity to fill such a vacancy.

- B. Qualified employees shall be given an adequate opportunity to make application for advertised positions outside their departments. If, in the sole determination of the Superintendent, the qualifications of the applicants are substantially equivalent, preference shall be given to qualified employees by the Board.

In making the determination the Board agrees that it shall not act in an arbitrary, unreasonable or capricious manner.

- C. Whenever an employee fills a vacancy in accordance with the above procedures a trial period of ninety (90) calendar days shall be served. Any employee found to be unsuitable during such trial period, shall be returned to a position within his/her prior classification and department. Employees may not apply for a change in position during their trial period.

Section 4.1.5 - C and M

Any new employee shall serve a probationary period of ninety (90) days at work. If such period is completed successfully, his or her seniority shall be computed from the date of employment.

Section 4.2 - C and M

Temporary transfers may exceed 60 days for sick time, Workers Compensation, or other mutually agree absences. Temporary transfers may not be used to fill vacancies.

Section 4.3 - C and M

An employee may be temporarily transferred to a lower classification provided his rate of pay, hours and shift shall remain unchanged unless an employee volunteers to change shifts for the temporary transfer.

Section 4.4 - C and M

An employee who is temporarily or permanently transferred to a higher classification shall be paid at that step of the new classification on the salary schedule which provides him with a salary increase. Annual increments shall continue to be determined on the basis of the anniversary date of employment of the employee.

Section 4.5 - C and M

In the case of an employee who works four (4) or more hours per day filling in for an absent head custodian, he shall be paid the higher of the absent head custodian's rate or the next step within the head custodian's wage group which provides the employee a rate increase. It is understood by the parties that the above shall not include absences at the High School caused by snow plowing unless all Custodians II's and III's are off the grounds of the High School.

ARTICLE V
HOURS OF WORK

Section 5.1 - C and M

The normal hours of work shall be eight (8) hours per day and forty (40) hours per week, five (5) consecutive days, Monday through Friday. The workweek will be based on a Sunday to Saturday time period and payday shall be on Thursday.

1. The daily hours of work shall be consecutive except for such rest periods in accordance with the practices heretofore prevailing in the Department.

Section 5.2 - C and M

Any hours worked by an employee before or after the established eight (8) hour day or in excess of (40) hours in any work week, shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. An employee shall be paid double

such employee's hourly rate when required to work on a Sunday. An employee shall be paid double such employee's hourly rate in addition to his holiday pay when required to work on a holiday.

If an employee takes leave time (vacation, sick, personal, etc.) during the employee's normal working hours, said employee cannot work an overtime event that day.

Section 5.2 - C and M

Any hours worked by an employee before or after the established eight (8) hour day or in excess of forty (40) hours in any work week, shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. An employee shall be paid double such employee's hourly rate when required to work on a Sunday. An employee shall be paid double such employee's hourly rate in addition to his holiday pay when required to work on a holiday.

Section 5.3 - C and M

An employee whose working hours commence after noon, shall be paid a shift differential of seventy-five cents (\$.75) per hour in addition to his normal hourly rate. Such shift differential shall be paid for all hours worked by employees regularly scheduled to work on the night shift except as provided in 5.4 and 5.5.

Section 5.4 - C and M

In addition to payment provided in 5.3 above, such shift differential shall be paid for unworked hours compensated for in accordance with the provisions of this Agreement, including: sick days, holiday pay, personal days, vacations and longevity.

Section 5.5 - C and M

The shift differential will not be paid to employees during the school department summer vacation period and for other vacation periods occurring during the school year, inasmuch as such employees are assigned to work during such school vacation shutdowns.

Section 5.6 - C and M

Any employee regularly assigned to the night shift who is required to work days because of a snow day will not be paid the shift differential.

Section 5.7 - C and M

If the Superintendent or his/her designee (which includes the Facilities Director and/or other administrative designee) believes it is necessary to establish new shift schedules, the Superintendent or his designee and the Shop Steward shall confer to determine whether mutually satisfactory schedules can be arranged. Determination of the regularly established starting time daily shall be made by the Superintendent or his designee and such regularly established starting time may be changed by the Superintendent or his designee from time to time to suit varying conditions that may arise, provided that all changes are discussed with the Shop Steward.

Section 5.8 - C and M

During the winter months when schools are not in session on weekends, custodians in charge of school buildings shall, after checking such buildings, remove snow from sidewalks before leaving for the day.

1. When the second shift Head Custodian II at the Torrington High School is assigned to assign and direct snow plowing operations at the High School on a weekday night, he will receive the Head Custodian III hourly rate of pay for such work.
2. In addition, the second shift Head Custodian II at the Torrington High School will be assigned to assign and direct weekend snow plowing operations and will receive the Head Custodian III hourly rate of pay when performing such work.

Section 5.9 - C and M

Custodians shall change their hours of work to 7:00 to 3:00 with twenty (20) minutes for lunch, when schools are closed for the summer recess. Upon mutual agreement with the Business Manager, custodians may change their hours during Christmas and spring vacations.

Section 5.10 - C and M

All employees who have completed thirty (30) days of their probationary period of Section 4.1.5 shall be offered any overtime work using the following procedure:

1. All overtime will first be offered in the building to day custodians for night overtime during the week and to night custodians for weekends.
2. Overtime will next be offered to any custodian in the building if no one is available as in #1.
3. If no one in the building is available, overtime will be offered according to the overtime list. Evening overtime during the week will be offered to day custodians first and weekend overtime will be offered to night custodians first.
4. The floater will not be included on any building list but will be included with night custodians on the overtime list.

In any event, in case of emergency, the Employer reserves the right to fulfill its responsibility to the public but only after it has given full recognition to priorities set in this Section and such priorities have failed to provide available manpower as may be dictated by the emergency. In order to fulfill the provisions of Section 5.10, the Superintendent or his designee and the Shop Steward shall establish the procedure to be used in securing employees for regular or emergency overtime assignments.

1. Failure upon the part of employees to be available for overtime work shall not prohibit or deter the Superintendent or his designee from carrying out the responsibilities of his office.

Section 5.10.1 – C and M

1. The Floater position shall be paid \$1.50/hour differential added to its regular hourly rate for all hours worked.
2. This position will be assigned to work on the established shifts in force for custodian employees.
3. This position shall work the same summer hours as all other custodians – 7:00 a.m. to 3:00 p.m.
4. Section 5.4 of the Collective Bargaining Agreement applies to this position.
5. Section 5.5 of the Collective Bargaining Agreement does not apply to this position.
6. The parties agree that if another Custodian/Floater position is to be filled, they will negotiate the impact of such action.

Section 5.11 - C and M

Any employee who may be called back to work after his regular work day is completed, shall receive a rate of one and one-half (1-1/2) times his established hourly rate. Any employee who may be called back to work when no other custodian is scheduled during the hours of 11:00pm through 7:00am shall receive a minimum of three (3) at a rate of one and one-half (1-1/2) times his/her established hourly rate.

Section 5.12 - C and M

Employer records pertaining to assigned overtime work for members of the departments covered by this Agreement, shall be made available to the proper Union Representative upon written request.

Section 5.13 - Special Activities/June 1982 Agreement - C and M

The following conditions shall apply in connection with the performance of special activities conducted in the schools:

1. An additional custodian will not be required in any building where there is a night custodian present when the following activities are scheduled:
 - a. K-6 Intramurals
 - b. Primary Elections
 - c. Board of Education Meetings
 - d. Parent-Teacher Conferences

- e. School Play Rehearsals
 - f. PTO Executive Board, PTO General Membership or Student Related Activities such as TAG Programs, Boy Scouts and Girl Scouts.
2. An additional custodian shall be required in any building where there is a night custodian present when the following activities are scheduled. Once the additional custodian finishes setting up for the event, he/she will check with the head custodian of the building and/or supervisor for other jobs that need to be done around the school.
 - a. 7 - 8 Intramurals - when Middle School team plays a team from outside the school district.
 - b. PTO or any other school related activity - where the use of the kitchen is planned and food is to be served as a dinner, a banquet, etc.
 - c. Class Night
 - d. Girls Volleyball
 - e. Basketball Games
 3. A custodian(s) shall be required, whether or not a custodian is present, whenever an outside organization uses a facility for any scheduled activity, including but not limited to the following:
 - a. Symphony Performance
 - b. Fund Raisers – Food Sales, etc.
 - c. SAT’s
 - d. Midget Football
 - e. Square Dances
 - f. Wrestling Matches

ARTICLE VI
HOLIDAYS

Section 6.1 - Number of Holidays - C and M

There shall be fourteen (14) paid holidays as follows:

- | | |
|---------------------------|--|
| 1. New Year’s Day | 8. Labor Day |
| 2. Martin Luther King Day | 9. Columbus Day |
| 3. Lincoln’s Birthday ** | 10. Veteran’s Day |
| 4. President’s Day | 11. Thanksgiving Day |
| 5. Good Friday | 12. Day after Thanksgiving |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | 14. Day before Christmas (if a school holiday – otherwise day after Christmas) |

** Custodians and Maintenance employees receive a floating holiday in lieu of Lincoln’s Birthday.

Section 6.2 - C and M

Any employee who is on terminal leave or layoff on the day preceding or following the holiday will not be paid for such holiday.

Section 6.3 - C and M

Any employee failing to work the day preceding or the day following the holiday without a reasonable excuse shall not receive pay for the holiday.

Section 6.4 - C and M

Each employee shall be paid double such employee's hourly rate in addition to his holiday pay when required to work on a holiday.

ARTICLE VII
VACATIONS

Section 7.1 - C and M

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 - C and M

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 - C and M

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.

Section 7.4 - C and M

Each employee having completed eleven (11) or more years of continuous service shall be granted additional vacation leave with pay according to the following schedule:

- a) eleven (11) years, seventeen (17) working days,
- b) twelve (12) years, eighteen (18) working days,
- c) thirteen (13) years, nineteen (19) working days,
- d) fourteen (14) years, twenty (20) working days,
- e) fifteen (15) years, twenty-one (21) working days.

Section 7.5 - C and M

Each employee who has completed twenty-five (25) or more years of continuous service shall be granted annual vacation leave with pay in an amount not to exceed twenty-five (25) working days.

Section 7.6 - C and M

Vacations shall be taken in any calendar year from January 1st to December 31st, immediately after completion of time as per Section 7.1, section 7.2, Section 7.3, Section 7.4 and 7.5. Employees shall indicate their vacation date requests no later than May 15 of each year. A final vacation schedule will be developed and posted by and subject to the approval of the Superintendent or his/her designee by the end of May in each year. The Superintendent or designee may limit the number of employees on vacation at any one time. Where more than the number of employees allowed to be on vacation at the same time choose the same vacation period in part or whole, the Superintendent will resolve the conflict based on his/her determination of the needs of the school district and consideration of the employees' respective department seniority.

Section 7.7 - C and M

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 7.8 - C and M

Any employee who retires shall be entitled to the sum total of his accrued vacation leave as of the date of retirement.

Section 7.9 - C and M

In the event of death of an employee, payment shall be made for his accrued vacation leave at the time of death to his spouse, if any, or to his estate.

Section 7.10 - C and M

Employees may carry over a maximum of 5 unused vacation days from year to year to a maximum accumulation of 30 days in any one year.

Section 7.11 - C and M

If an employee is sick while on vacation leave and provided a request is supported by a medical certificate acceptable to the Superintendent of Schools, such sick time shall be charged against accrued sick leave.

Section 7.12 - C and M

All unused vacation shall be paid to employees upon their resignation (except forced resignations) with at least two (2) week's prior notice.

ARTICLE VIII
LEAVES OF ABSENCE

Section 8.1 - C and M

1. Sick leave shall be considered to be absence from duty with pay for the following reasons:
 - A. Illness or injury, except where such illness or injury arises out of or in the course of employment by an employer other than the Employer.
 - B. When an employee is required to undergo medical, optical, or dental treatment and only when this cannot be accomplished on off-duty hours.
2. Sick leave can be taken in 30 minute increments.
3. When serious illness of a member of the employee's immediate family required his personal attendance; and if supported by a medical certificate.

Section 8.2 - Sick Leave Accumulation - C and M

Sick leave shall accrue at the rate of one and one-quarter (1-1/4) working days for each completed month of continuous full-time service.

1. Sick leave shall accumulate to a maximum of one hundred eighty (180) working days.
2. a. For any person who is an employee as of the signing of this Agreement, payment shall be made to such employee who is terminated for any reason for accrued sick leave up to maximum of one hundred thirty-five (135) days, except that any employee who had accumulated more than one hundred thirty-five (135) days as of July 1, 1974, shall retain such accumulated, but shall not accumulate more than the number of days accumulated as of July 1, 1974. In the event of death of such employee, payment shall be made to his estate. No payment for accumulated sick leave shall be made to any employee hired after the signing of the 2007- 2010 Agreement.
- b. For any person who becomes an employee after December 1, 1981, payment shall be made to such employee who is terminated because of death, retirement or layoff of fifty percent (50%) of the 180 day maximum accrued sick leave up to a maximum of ninety (90) days. In the event of the death of such employee, payment shall be made to his estate. No payment for accumulated sick leave shall be made to any employee hired after the signing of the 2007-2010 Agreement.
- c. For any person who is eligible for letter a. and b. above, can elect to receive a one-time payout of the 180 day maximum accrued sick leave up to a maximum of

ninety (90) days at the percent rate reduction based on the years of service in the chart below, provided that an employee provides notice to the Board of the election by March 1. If an employee should elect this clause, the employee will still keep his/her accrued sick days but will not be paid out for them upon termination because of death, retirement or layoff. In the event the employee provides notice to the Board after March 1, the employee shall receive one-half of the payment no later than June 30th of that school year and the remaining one-half payment no later than June 30th of the following school year.

Percent of Maximum Payout	Years of Service as of June 30, 2014
100%	30 or more
75%	29 - 20
50%	19 - 10
25%	9 - 0

- d. Custodial employees in this bargaining unit whose sick leave balances exceeded 180 days on 6/30/07
Shall have those balances reduced to 180 days, and said 180 days shall be the maximum accrual allowed.

- e. Should any employee whose name is on the attached list of employees, whose leave balance exceeds 180 days, but not more than 219 days on 7/1/07, be affected by a catastrophic illness or injury that causes such employee to exhaust their sick leave balance, said employee shall be granted a “one time only” extension of sick leave equal to the number of days said employee’s sick leave balance exceeded 180 days on 6/30/07.

Section 8.3 - C and M

Sick leave shall be granted only to full-time (i.e. thirty (30) hours or more per week) employees except that an employee working less than full time shall be granted sick leave in proportion to the amount of time worked. Employees will be notified of their accumulated sick leave in July and January of each year.

Section 8.4 - Workman’s Compensation - C and M

An employee who is receiving Workers’ Compensation benefits shall be paid at the rate provided for in the Workers’ Compensation Act.

During the waiting period after an employee applies for Workers’ Compensation, and while eligibility is being determined, the Board shall pay the employee’s regular weekly wages and charge this period of time to sick leave, so long as such sick leave exists in the employee’s sick leave account. In the event an employee does not have any accrued sick leave, he/she may borrow against future accrued leave and his/her future accrued leave will be reduced accordingly. If subsequently a determination is made that the employee is eligible for Workers’ Compensation, the Board will be reimbursed by the

employee from the proceeds of the Workers' Compensation and an adjustment will be made to the employee's sick leave account.

Employees injured in the course of their official duties and in the performance of their work when such injury is compensable under Workers' Compensation laws shall not be charged for sick leave while receiving Workers' Compensation.

Section 8.5 - C and M

Sick leave shall continue to accumulate during leaves of absence with pay.

Section 8.6 - C and M

Any employee on disability compensation as a result of injury received performing his assigned duties shall accrue sick leave while on disability compensation the same as other employees.

Section 8.7 - C and M

A medical certificate signed by a licensed physician or other licensed practitioner whose method of healing is recognized by Connecticut State authorities may be required to any period of absence of more than five (5) consecutive working days, or when an employee's attendance record shows frequent or habitual absences because of claimed illness or injury.

Section 8.8 - C and M

The Employer may provide a physician or nurse to make any necessary examination or investigation of any alleged abuses of sick leave privileges. The cost of such examination or investigation shall be paid by the Employer.

Section 8.9 - C and M

Sick leave shall not accrue during a leave of absence without pay or while an employee is under suspension.

Section 8.10 - C and M

An employee who has exhausted his accumulated sick leave may request, in writing, an advance of sick leave privileges. If substantiated by a medical certificate, the Superintendent of Schools shall advance to such employee sick leave privileges not to exceed one (1) day for each completed year of service. Such advanced sick leave days so granted shall be repayable by the employee from his further earned sick leave accumulation.

Section 8.11 - Military Service - C and M

Any employee who leaves employment with the Employer to enlist in the Military Forces of the United States shall be granted Military leave without pay.

1. Such leave shall extend for the period of such military service for ninety (90) days after discharge from such service. Such leave shall not exceed four (4) years, except in the case of involuntary military service.
2. Any employee on military leave who has been discharged from the military forces of the United States and who applies for re-employment with the Employer within ninety (90) days of such discharge shall be reinstated in his former position together with all rights and privileges provided he meets the minimum qualifications of the position.
3. Employees re-employed in accordance with (2.) above shall be granted all re-employment rights as are determined by Federal and State statutes. Such period of service shall be included in its entirety for the purposes of seniority as provided herein.

Section 8.12 - Annual Military Training Leave - C and M

Military leave shall be considered as continuous service and shall be so entered upon the Employer's records. An employee on annual military training shall be granted a leave of absence with pay, less such sums received for such service, not to exceed fifteen (15) calendar days during any one calendar year, provided he filed with the Superintendent of Schools a copy of his military orders placing him on active military duty.

Section 8.13 - Bereavement Leave - C and M

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/her designee may, at his/her discretion, grant additional days of leave; such additional days, however, shall be charged as sick leave. For purposes of this Section "immediate family" is defined as follows: mother, father, wife, husband, brother, brother-in-law, sister, sister-in-law, child, grandmother, grandfather, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any relative who is domiciled in the employee's household.

In the event of the death of an employee's stepmother, stepfather, stepbrother, stepsister, aunt or uncle, bereavement leave not to exceed two (2) days shall be granted.

Section 8.14 - Personal Leave - C and M

Each C and M employee shall be entitled to two (2) personal days per year for personal business and shall give written notice of leave forty-eight (48) hours in advance to the Superintendent or his/her designee except in cases of emergency in which event the employee shall provide notice as soon as possible. Personal leave shall not be used either immediately before or after a scheduled holiday or vacation without prior approval of the Superintendent or his/her designee.

Employees hired before January 8, 1992, shall accumulate personal days from year to year and be compensated for all unused accumulated personal days at retirement. Effective 7/1/99 employees hired after January 8, 1992 shall accumulate up to ten (10) personal days and be compensated for all unused accumulated personal days at retirement.

New employees hired as of 7/1/2011, employees can carry over one (1) unused personal day to the following year. Personal leave days may not exceed three (3) days in any one school year including the day carried over. The employee will be compensated for all unused accumulated personal days at retirement.

Section 8.15 - Union Activities - C and M

Approved Union Delegate shall be allowed time off with pay to attend the below mentioned Union functions:

- State Labor Council Convention
- Council #4 Convention
- AFSCME, AFL-CIO International Convention

Total days under this Section shall not exceed ten (10) days per year.

Section 8.16 - Union Activities - C and M

Officers and stewards of the Union, who are employed on the second shift, shall be excused by the Business Manager to attend special and/or regular union meetings without loss of pay, except that the Business Manager shall have the right in emergency or other unusual circumstances to deny this permission. The Employer shall not be required to fill the temporary vacancy resulting from the absence of the affected union representative or representatives.

Section 8.17 - Maternity Leave - C and M

An employee who becomes sick or disabled due to pregnancy or childbirth shall, upon her request, be placed on sick leave for childbearing purposes. Leave shall begin when, in the opinion of her doctor, she is no longer physically able to work and said leave shall expire when, in the opinion of her doctor, she is physically able to return to work. Employees who anticipated using this form of sick leave should notify the Superintendent as far in advance of the anticipated commencement date of leave as possible. Except in the case of medical difficulties, sick leave is not normally expected to continue for more than six (6) weeks after delivery.

ARTICLE IX
SAFETY AND HEALTH

Section 9.1 - C and M

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

Section 9.2 - C and M

Should an employee complain that his work required him to be in unsafe or unhealthy situations, a Safety Man designated by the Union, shall have the right to inspect any and all activities or places of work which he feels may violate safety rules or endanger an employee's health and check violations of acceptable safety rules. When a violation occurs, it will be corrected promptly. A primary consideration at all times will be the safety and protection of all employees. Full cooperation will be given to the Safety Man at all times by the Employer and the Employees.

Section 9.3 - C and M

Helmets shall be furnished employees on jobs wherever overhead hazards are present, and foul weather gear, gloves, and protective clothing or covering shall be furnished wherever situations warrant it. Employees who do not utilize safety measures shall be subject to disciplinary action.

Section 9.4 - C and M

A safety committee composed of employer and employee representatives shall be formed and review safety conditions monthly. Employees' representatives shall be designated by employees.

Section 9.5 - Clothing Allowance - C and M

Effective July 1, 2014 custodians shall receive a clothing allowance annually of three hundred and seventy five dollars (\$375.00) payable on or before August 15th. During the regular school year all custodial and maintenance employees shall wear a blue collared work shirt or other solid color shirt with "Custodian" or similar monogram at all times.

ARTICLE X
MEDICAL/DISABILITY COVERAGE

Section 10.1 - C and M

All eligible custodians shall be entitled to elect coverage for themselves and their dependents under the health insurance programs described below. Each shall be subject to the cost sharing provisions and other limitations or restrictions applicable to the medical program selected as set forth in the following sections.

1. The copay plan with coverage as follows:
 - a) Each custodian shall receive medical insurance coverage for themselves and their dependents under the plan below:

Co-Pay Chart

Office Visit	\$25
Specialty Office Visit	\$35
Inpatient Admission	\$200
Outpatient Surgery	\$150
Emergency Room	\$100
Urgent Care	\$25
High Cost Diagnostic*	N/A
OON Deductible	400/800/1200
OON Coinsurance	80%/20%
OON Coins Max	1500/3000/4500
OON Out-of-Pocket Max	1900/3800/5700
RX Copay	\$10/25/40
RX Benefit Maximum	Unlimited
Mail Order Copays	2x
RX Day Supply	30/90
RX Edits	Qual/Safety Only

- b) Anthem (Blue Cross/Blue Shield) full payment Dental Rider; including Riders A, B, C and D. Board of Education reserves the right to change the dental insurance carrier provided substantially equivalent coverage and network are provided.
 - c) Such coverage shall include vision benefits

2. Premium Contributions:

The cost of coverage described in Section 10.1 shall be shared by the Board and custodians as follows for the duration of the agreement:

Custodians/PPO Plan

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
Employee	11%	12%	13%
Board	89%	88%	87%

Custodians/HMO Plan

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
Employee	6%	7%	8%
Board	94%	93%	92%

Section 10.2 - Riders C and M

Coverage pursuant to Section 10.1 shall include:

- a. Reimbursement of Medicare premiums of eligible employees;
- b. Anthem (Blue Cross/Blue Shield) High Option Plan or its substantial equivalent and Anthem (Blue Cross/Blue Shield) 65 Plan 81 or its substantial equivalent for retirees and dependents (at no cost to the retiree).

The provision set forth in Sections 10.2 (a) and (b) shall not apply to employees hired on or after July 1, 2017.

Section 10.3 - Premium Cost Sharing - C and M

Said amounts shall be paid weekly through payroll deduction or, in the case of retirees entitled to benefits, pursuant to Section 10.4, through monthly remittance. The Board shall adopt an IRS Section 125 pretax premium conversion account. Effective July 1, 2018, premium cost sharing will be paid biweekly through payroll deduction.

Section 10.4 - Retiree Benefits Prior to Age Sixty-Five (65) C and M

The Board will provide all the medical coverage to current and to future retirees who have completed fifteen (15) years of service until the retiree reaches age 65, which is provided to active bargaining unit employees.

1. The Board will provide to the spouse of a retiree, until age 65, and other family members of the retiree, while eligible, all the medical coverage which is provided to active bargaining unit employees, even though the retiree is age 65 or older.
2. If a retiree, either prior to or after reaching age 65, takes other employment, which provides equivalent medical coverage, any of the medical coverage provided to the Board of Education in paragraphs 1 and 2 above, shall cease during the term of that other employment or any other future employment. The retiree shall immediately give notice of said equivalent medical coverage to the Business Manager's office. However, if written notification is given to the Board by the retiree, spouse or eligible family member by certified mail, return receipt requested, that the retiree is no longer employed or that the employee no longer has equivalent medical coverage, the Board shall have its insurance carrier resume the dropped coverage when eligibility exists, as soon as the insurance carrier is able to put the coverage into effect.
3. Any retiree who began his/her employment with the Board on or after the date the 2007 – 2010 Agreement was signed who receives coverage under this section (or whose spouse or other family member receives coverage under this section) shall pay twelve percent (12%) of the cost associated with said coverage

for him/herself and twenty-five percent (25%) of the cost associated with said coverage for a spouse or other family member.

The provisions set forth in sections 10.4 and subsections 10.4 (1)(2) and (3) shall not apply to employees hired on or after July 1, 2017.

Section 10.4.1 - Employee Funded Disability Plan C and M

The Board will provide payroll deduction for a group Long Term Disability Policy. The total premium cost of such policy shall be borne by the employee.

Section 10.5 Excise Tax.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect in the 2019-2020 contract year triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations on the excise tax in accordance with the MERA. Such negotiations shall be limited solely to the distribution of payment of the excise tax, insurance plan offerings, coverage, design, and premium cost share. Other negotiated subject matters shall not be subject to this reopener provision.

**ARTICLE XI
LIFE INSURANCE**

SECTION 11.1 - Life Insurance - C and M

The Board shall provide group Term Life Insurance in the amount of twenty thousand dollars (\$20,000) which will be reduced upon retirement under the provisions of the Municipal Employees Pension and Retirement Plan to five thousand (\$5,000) dollars.

Section 11.2 - C and M

With respect to the benefits related in Section 1, above, the Board shall provide an Accidental Death and Dismemberment Benefit for employees.

**ARTICLE XII
RETIREMENT AND DISABILITY BENEFIT**

Section 12.1 - C and M

The retirement provisions as negotiated between the City of Torrington, the Torrington Board of Education and Locals 1303, and 1579 of Council #4, AFSCME, AFL-CIO are attached hereto, as Exhibit R, as a part of this Agreement.

ARTICLE XIII
NON-MEMBERS OF PENSION AND RETIREMENT PLAN

Section 13.1 - C and M

An employee who was employed by the Employer on July 1, 1974, and who was at that time fifty (50) years of age or over, and is not a member of the Pension and Retirement Plan, upon leaving the employment of the employer at age sixty-five (65) or at a later age, shall receive the same medical, hospital and life insurance benefits, for the benefit of such employee, retiree and his/her spouse as are provided by the Employer for those retiring under the Pension and Retirement Plan.

ARTICLE XIV
TERMINAL LEAVE

Section 14.1 - C and M and S

Any employee hired prior to the date the 2007-2010 agreement was signed who retires in compliance with Social Security Regulations, even though not thereafter an employee, shall be carried on the Employer payroll until his/her audited accrued credited sick leave and vacation leave shall be fully paid.

An employee hired prior to the date the 2007-2010 Agreement was signed may choose lump sum payment of his/her audited accrued credited sick leave and vacation leave in lieu of being carried on the Employer's payroll. In either case, the employee shall be required to give notice by March 1 of the school year in which the retirement shall occur. In the event the retiring employee provides notice to the Board of his/her retirement after March 1, the employee shall receive one-half of the payment no later than June 30th of the school year in which the retirement will occur and the remaining one-half payment no later than June 30th of the following calendar year.

Any employee hired after the 2007-2010 Agreement was signed shall not be paid for accrued sick leave and shall not be so carried on the payroll.

ARTICLE XV
PRIOR PRACTICE

Section 15.1 - C and M

It is agreed that there shall be full cooperation in the modernization of equipment and in the effective use of the facilities provided. It is also agreed that the Employer shall maintain tools and equipment in good working order.

Section 15.2 - C and M

Nothing in this Agreement shall be construed as abridging any right or benefit that employees have enjoyed heretofore, unless the right or benefit is specifically cancelled or superseded by a provision of this Agreement.

ARTICLE XVI
BULLETIN BOARDS

Section 16.1 - C and M

The Employer shall permit the use of a bulletin board in every school building by the Union for posting of notices concerning local union business.

ARTICLE XVII
RATES OF PAY

Section 17.1 - C and M

Rates of pay for all Custodial and Maintenance classifications.
Custodial and Maintenance Employees of the Torrington Public School System Local 1579 of Council #4, AFSCME, AFL-CIO

EFFECTIVE FROM JULY 1, 2017 – June 30, 2018 – 1.00% general wage increase

Wage Group	1st Step	2nd Step	3rd Step	4th Step
Custodian I	\$21.38	\$22.83	\$24.29	\$25.74
Custodian II	\$23.13	\$24.49	\$25.87	\$27.33
Custodian III	\$25.31	\$27.01	\$28.93	\$30.76

EFFECTIVE FROM JULY 1, 2018 – June 30, 2019- 1.00% general wage increase

Wage Group	1st Step	2nd Step	3rd Step	4th Step
Custodian I	\$21.59	\$23.06	\$24.53	\$26.00
Custodian II	\$23.36	\$24.73	\$26.13	\$27.60
Custodian III	\$25.56	\$27.28	\$29.22	\$31.07

EFFECTIVE FROM JULY 1, 2019 – June 30, 2020 – 1.00% general wage increase

Wage Group	1st Step	2nd Step	3rd Step	4th Step
Custodian I	\$21.81	\$23.29	\$24.78	\$26.26
Custodian II	\$23.59	\$24.98	\$26.39	\$27.88
Custodian III	\$25.82	\$27.55	\$29.51	\$31.38

Section 17.2 - Head Custodian Compensation - C and M

In addition to all other compensation the Head Custodian of the following various school facilities shall receive the following additional annual compensation weekly:

7/1/11

High School	\$1,550
Torrington Middle School	\$1,550
High School Night Supervisor	\$1,200
Torrington Middle School Night Supervisor	\$1,200
East School	\$950
Vogel-Wetmore School	\$950
Torrington School	\$950
Forbes School	\$950
Southwest School	\$950
Migeon Avenue	\$950

Section 17.3 - Annual Increments - C and M

An employee, with not less than twelve (12) months of full time continuous service in any one position or positions shall receive on the anniversary date of his employment with the Employer, an increase of one step as provided in Wage Schedule A which is attached hereto as a part hereof. No portion of such increase shall be given which shall result in a salary or in compensation in excess of the maximum established for such class or position.

Section 17.4 - Longevity - C and M

Employees, in addition to their regular pay or any pay increases that may be provided, shall receive an additional four dollars and fifty cents (\$4.50) per week beginning with the first pay day after the completion of the 5th year of service and thereafter, after each five (5) years of service. Such longevity pay increases shall be included in the weekly pay of the employees. There shall be six (6) such adjustments of two dollars and twenty five cents (\$2.25), with the final longevity pay increase occurring on the completion of thirty (30) years of service. Any employee hired prior to the signing of this 2007-2010 Agreement shall, in addition to his/her regular pay or any pay increases, receive an additional two dollars and twenty five cents (\$2.25) per week beginning with the first payday of the 13th month until the completion of the 5th year of service. Thereafter he/she shall receive longevity at the same rate as other employees.

Effective July 1, 1999, employees who receive longevity pay shall receive a separate check of \$150.00 payable on the pay day prior to December 25, 1999 and annually thereafter on the pay day prior to December 25th in a separate check. Anyone hired after July 1, 2014 will not receive the longevity benefit.

ARTICLE XVIII
DISCIPLINARY PROCEDURE

Section 18.1 - C and M

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

Section 18.2 - C and M

Written warnings will be in effect for a two (2) year period from the date of issuance. After said two (2) year period, the warning will be removed from the employee's personnel file, if there has been no repetition of the same offense.

1. Except in serious matters of employee misconduct, progressive disciplinary action will normally be followed. The normal order of such progression is verbal warning, written warning, suspension and dismissal.
2. There will be no disciplinary action without just cause.
3. The Union shall be notified in writing, whenever an employee is suspended or discharged. Such notification shall be made to the Union office as concurrently as possible with the discipline.

ARTICLE XIX
GRIEVANCE PROCEDURE

Section 19.1 - C and M

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

Section 19.2 - C and M

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 19.3 - C and M

Any employee may use this grievance procedure with or without Union assistance. No grievance may be filed after twenty (20) working days of the event giving rise to it or after twenty (20) 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.

For purposes of the grievance procedure “appropriate supervisor” shall mean for Custodial and Maintenance, the Facilities Maintenance Supervisor.

Employees meeting at Step One with the Business Manager shall move directly to Step Three if their grievance shall not have been disposed of to the satisfaction of the aggrieved.

STEP ONE - C and M

Any employee who has a grievance shall reduce the grievance to writing and submit it to his/her appropriate supervisor for his/her department, within the time limit specified in the first paragraph above, who shall use his best efforts to settle the dispute. The appropriate supervisor shall meet with all parties concerned within three (3) working days of his receipt of the grievance and his decision shall be submitted in writing to the aggrieved employee and his representative, if he is represented, within five (5) working days of receipt of the grievance.

STEP TWO - C and M

If the employee and his representative are not satisfied with the decision rendered by the appropriate supervisor, the Union may submit the grievance in writing to the Business Manager within ten (10) working days after the decision in Step One. The Business Manager shall meet with all parties concerned and the Council #4 Staff Representative within ten (10) working days of its receipt of the grievance and the Business Manager shall render his/her decision in writing to the employee and the Union within ten (10) working days of the hearing.

STEP THREE - C and M

If the grievance shall not have been disposed of to the satisfaction of the aggrieved, either party, within ten (10) working days after the decision in Step Two (Step One if having met firstly with the Business Manager), may submit the grievance in writing to the Board of Education. The Board of Education or its designated committee shall meet with all parties concerned and the Council #4 Staff Representative within ten (10) working days of its receipt of the grievance and the Board of Education or its designated committee shall render its decision in writing to the employee and the Union within ten (10) working days of the hearing.

STEP FOUR - C and M

If the grievance shall not have been disposed of to the satisfaction of the aggrieved, either party, within twenty working days after the decision in Step Three, may submit the grievance to the Connecticut State Board of Mediation and Arbitration hereafter noted, and the decision rendered by such State Board shall be final and binding upon

the parties. The employer may also utilize the arbitration procedure outlined for the Union as indicated above.

Section 19.4 - C and M

The Union shall be entitled to submit grievances in the name of the Local 1579 and in the same manner as is provided herein for employees.

Section 19.5 - C and M

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

Section 19.6 - C and M

Day and night stewards shall be allowed time off to investigate grievances and to discuss grievances with the appropriate authority without loss of pay.

1. When presenting grievances before any appropriate forum, the Local's President or Vice President, the Steward, the chairperson, aggrieved party and necessary witnesses shall attend without loss of pay.

Section 19.7 - C and M

Any agreement reached to dispose of a grievance prior to arbitration shall be implemented immediately unless otherwise agreed by the parties.

Section 19.8 - Witnesses at Hearings - C, M

The Union agrees to use witnesses at arbitration in a reasonable manner.

ARTICLE XX
NO STRIKE CLAUSE

Section 20.1

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 XXI
BOARD PREROGATIVES

The Board of Education has and will continue to retain, whether exercised or not, all of the powers specified in Conn. Gen. Stat. §10-220, which is incorporated herein by reference, and has and will continue to retain exclusively whether exercised or not, all of the rights, powers and authority not specifically

relinquished, abridged, or limited by the provisions of this agreement; it shall have the sole right, responsibility and prerogative of management of all of the affairs of the schools and the direction of the working forces including but not limited to the following:

- a. To determine the care, maintenance and operation of its facilities and equipment used for and on behalf of the purposes of the Board of Education;
- b. To establish or continue policies, practices and procedures for the conduct of school business, and from time to time, to change or abolish such policies, practices, or procedures, provided the employees are notified in writing of such changes;
- c. To employ, transfer, or promote employees, to demote employees for just cause, or to lay off, terminate, or otherwise relieve employees from duty for lack of work, budgetary cuts or other legitimate reasons when it should be in the best interest of the Board or of the schools (which rights shall include the right to contract or subcontract Board operations);
- d. 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 schools; provided the employees are notified in writing of such rules;
- e. To establish job descriptions and job classifications, and, from time to time, change such job descriptions and job classifications, and to ensure that incidental duties connected with departmental operations whether enumerated in job description or not, shall be performed by the employees;
- f. The above rights responsibilities and prerogatives are inherent in the Torrington Board of Education and the Superintendent of Schools and are not subject to delegation in whole or in part.

ARTICLE XXII **MISCELLANEOUS**

Section 22.1 - Pronouns - C and M

The parties hereby understand that the use of pronouns shall include reference to both genders.

Section 22.2 - Mileage/Reimbursement - C and M

Employees using their own vehicles, with authorization, for school purposes, shall be compensated by the IRS mileage allowance rate per mile, including assignments outside the City of Torrington.

Section 22.3 - Meeting Place - C and M

The Board shall make available to the Union, upon request, and without charge, a suitable meeting place in a school building for Union meetings provided that the use is not in conflict with other school programs and does not result in additional cost to the Board.

Section 22.4 - Sub-contracting/Assigning-out in accordance with Law - C and M

The Board agrees that it will not sub-contract or assign-out bargaining unit work except in accordance with applicable law provided, however, the board has the right to subcontract any and all work performed on the exterior of the buildings, including but not limited to field maintenance, grass mowing, landscaping, snow removal, painting, etc.

Section 22.5 - Copies of Agreement - C and M

The Board shall provide the Council 4 Representative with six (6) original signature documents of the Agreement within thirty (30) days of ratification by the Board. The Union shall prepare the documents for signing for the above provision.

Section 22.6 - Savings Clause - C and M

If any Section, sentence, clause or phrase of the Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portion 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 herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision.

Section 22.7 - Job Classifications - C and M

The Employer agrees to review Job Classification(s) of an employee whose job duties are changed during the term of this Agreement. In the course of such review, the Employer shall meet with a committee of three (3) members of the bargaining unit for re-evaluating such position. Failure to reach agreement of such re-evaluation may be submitted to arbitration by the Union as provided in the grievance procedure.

Section 22.8 - Job Description - C and M

Job descriptions shall be identified as Exhibit B and attached hereto as part of the Agreement. The Union will have input in developing the above but agree that this will not be a matter of negotiations. Such job descriptions shall be for informational purposes and will be discussed with the Union prior to implementation.

Section 22.9 - Performance Evaluations – C and M

Annual performance evaluations will be conducted by the employee’s district assigned supervisor. Evaluations will be signed off by the supervisor and employee. Completed evaluations will be filed in the employee’s personnel file. Employees who receive an unsatisfactory evaluation shall have the right to file a rebuttal, which will be attached to the evaluation and placed in the employee’s personnel file.

Section 22.10-Direct Deposit -C and M

Effective July 1, 2018, all employees shall participate in direct deposit.

Section 22.11-Biweekly pay-C and M

Effective July 1, 2018, all employees shall be paid biweekly.

Section 22.12 - Information Requests

The Union may request the following bargaining unit information once annually. Such information shall include the following for each bargaining unit member: a) name; b) position; c) home address; d) home telephone number and e) work email addresses.

Section 22.13 - New Employee Orientation

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 purpose of explaining the new employee’s contractual rights and introducing him/her to the Union. The orientation will be held within fifteen (15) days of the employee’s hire date and shall be during working hours at a time agreed to by the employee’s immediate supervisor, not to exceed thirty (30) minutes in duration.

Section 22.14 Access to Work Locations

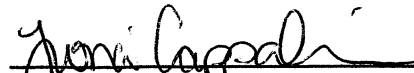
The Board agrees that Union representatives shall be permitted to enter the premises of the employer at reasonable times for the purpose of transacting Union business, provided such business does not interfere with the operations of the Board and/or employees’ job duties.

ARTICLE XXIV
DURATION

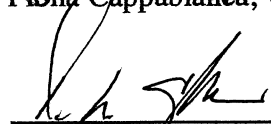
Section 24.1 – C and M

This Agreement shall be effective upon ratification and effective retroactive only as specifically indicated herein, and shall remain in full force and effect through June 30, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than January 31, 2020, of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days following such notice. This Agreement shall remain in full force and effect during the period of negotiations.

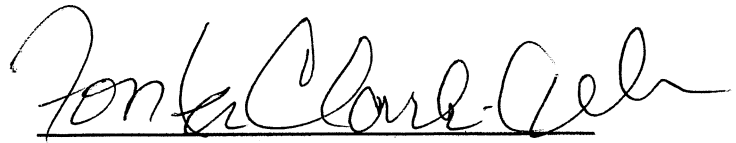
IN WITNESS WHEREOF, the parties have caused their names to be signed on this 29 day of November, 2017.




Fiona Cappabianca, Chairperson



Denise Clemons, Superintendent




Fonta Clark-Cole, President




June Sabolcik, Vice President



Carol Slusarski, Cafeteria Chairperson



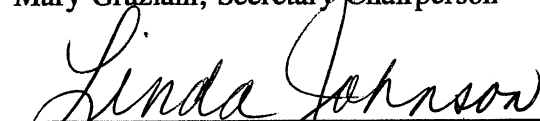
Craig Audia, Custodian Chairperson



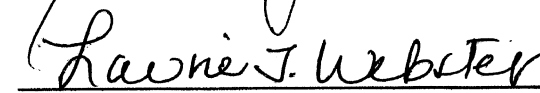
Sheila Pekrul, Paraprofessional Chairperson



Mary Graziani, Secretary Chairperson



Linda Johnson, Nurse Chairperson



For CT Council 4, AFSCME, AFL-CIO
Laurie Webster, Staff Representative

Exhibit A
Job Description

Custodian I

GENERAL STATEMENT OF DUTIES:

Has responsibility for the maintenance and physical condition of a school or other buildings, grounds and equipment; clean, sweep, dust, mop, scrub and wax interior walls and floors; wash windows and polish metal and wood; collect and dispose of rubbish; tend grounds; lock and unlock premises; move furniture and odd simple repair work; may sand and finish floors; may spot patch walls and woodwork and paint offices, lounges, etc.; set up tables and chairs for activities requiring such; may assist in supervision of social and recreational activities and act as traffic officer at school crossings; do minor preventive maintenance inside and outside of buildings; may drive, clean and perform minor preventive maintenance on power mowers, snow plows and similar equipment; is responsible for minor repairs and condition of building; do related work as required.

SUPERVISION RECEIVED:

Work under the direction of Maintenance supervisor or administrative official as directed.

SUPERVISION EXERCISED:

May supervise one or two custodians.

MINIMUM QUALIFICATIONS, KNOWLEDGE, SKILL AND ABILITY:

Knowledge of materials and methods used in cleaning and the use of manual and power-driven cleaning and polishing equipment; ability to use tools and mechanical equipment used in making minor building repairs; ability to follow oral and written instructions; ability to get along well with children; ability to perform moderately heavy manual work; ability to enforce regulations firmly but courteously.

EXPERIENCE AND TRAINING:

Not less than four (4) years-experience in building maintenance or cleaning work as a building custodian OR in lieu thereof, an equivalent combination of experience and training.

Custodian II

GENERAL STATEMENT OF DUTIES:

Direct and supervise cleaning and general maintenance of a large school or public buildings or several smaller public buildings; prepare work schedules, assign duties, supervise and evaluate the work of subordinates; make or supervise minor repairs and maintenance to buildings, equipment and grounds; recommend major repairs or alterations; keep time and cost records; requisition and dispense supplies and maintenance material and equipment and keep inventory of supplies, material and equipment on hand; supervise or perform and duty related

to the care and maintenance of a school or public building, including provisions for safety and convenience of occupants; may assist in social or recreational activities and act as traffic officer at crossings, plow snow at different schools, do related work as assigned by Business Manager or his designee.

SUPERVISION RECEIVED:

Works under general supervision of designated administrative officer.

SUPERVISION EXERCISED:

Supervise Building Custodian I as assigned.

MINIMUM QUALIFICATIONS, KNOWLEDGE, SKILL AND ABILITY:

Considerable knowledge of materials, equipment, methods and processes of building maintenance, cleaning and repair, ability to operate and make repairs to manual and power driven equipment usual to building maintenance; knowledge of care and operation of low pressure boilers and heating systems; skill in making simple repairs to plumbing, electrical and building fixtures; ability to plan and supervise the work of others; accurate and comprehensive records; ability to establish and maintain effective working relationships with associates and the public, ability to enforce regulations firmly and impartially; considerable ability to understand and deal with people, particularly children.

EXPERIENCE AND TRAINING:

Not less than six (6) years-experience in building maintenance operations of which two (2) years shall have been as supervisor or responsible custodian.

Custodian III

GENERAL STATEMENT OF DUTIES:

Direct and supervise cleaning and general maintenance of a large school or public buildings or several smaller public buildings; prepare work schedules, assign duties, supervise and evaluate the work of subordinates; make or recommend major repairs or alterations; keep time and cost maintenance records; requisition and dispense supplies and maintenance materials and equipment and keep inventory of supplies, material and equipment on hand; supervise or perform any duty related to the care and maintenance of a school or public building and grounds, including provisions for safety and convenience of occupants; may assist in social or recreational activities and act as traffic officer at crossings, plow snow at different schools, instruct and train new employees ins proper use of equipment and proper operations methods. Responsible for security of building or buildings, assign and direct plowing and sanding operations. Do related work as assigned by Business Manager or his designee.

SUPERVISION RECEIVED:

Works under general supervision of designated administrative officer.

SUPERVISION EXERCISED:

Supervise Building Custodians I and II as assigned.

MINIMUM QUALIFICATIONS, KNOWLEDGE, SKILL AND ABILITY:

Considerable knowledge of materials, equipment, methods and processes of building maintenance, cleaning and repair, ability to operate and make repairs to manual and power-driven pressure boilers and heating and cooling systems; skill in making simple repairs to plumbing, ability of clear and concise written and oral expression; ability to maintain accurate and comprehensive records; ability to establish and maintain effective working relationships with associates and the public, ability to enforce regulations firmly and impartially; considerable ability to understand and deal with people, particularly children.

EXPERIENCE AND TRAINING:

Not less than six (6) years-experience in building maintenance operations of which two (2) years shall have been as supervisor or responsible custodian.

Exhibit R
Pension and Retirement Provisions

RETIREMENT

This memorandum is entered into by the parties hereto in full settlement of Pension negotiations and it is agreed that the retirement Articles of the respective collective bargaining agreements between the parties dated the 31st day of July, 1997 are amended to read as follows:

The existing Pension and Retirement provisions with respect to City employees and Torrington Board of Education employees covered by this Agreement shall continue with the following changes and additions which became effective May 2, 2011 as specifically mentioned below as follows:

- A. All present members of the bargaining units, under age fifty (50), shall become members of the appropriate pension and retirement plan of the City of Torrington covering such employees. All new employees shall become members of the appropriate retirement plan. Each participant shall contribute five percent (5%) of gross weekly earnings to the Pension Fund.

- B. Any employee who shall have completed five (5) years of service with the City of Torrington and/or Torrington Board of Education, and who thereafter has his/her employment terminated shall upon reaching the age of regular retirement, be entitled to a pension, the amount of which shall equal two percent (2%) per year for the number of years of completed service with the City of Torrington and/or Torrington Board of Education. Effective July 1, 1981, each participant's final average annual salary shall be computed at the average of his/her last three (3) years gross annual earnings. Any employee who retires and has a pension benefit calculated using 2011-2012 wages as a portion of his/her last three (3) years gross annual earnings shall, only for the purpose of calculating his/her benefit, be deemed to have received a two percent (2%) wage increase for the applicable portion of the 2011-2012 year.

- C. (1) Employees hired on or after September 18, 2000 may elect to buy, during their first year of employment, active United States Military service time up to four (4) years. Employees who elect to buy active military service time shall pay the "buy in" contribution either in a lump sum or in equal weekly installments over a period of no longer duration than military service time to be bought. The amount of the "buy in" contribution shall be based on the rate of pension contributions and compensation in effect at the time of the "buy in" or during any period such "buy in" payments are made.

(2) Employees hired before September 18, 2000 may elect to buy, during the first year following such date, active United States Military service time up to four (4) years. Employees who elect to buy active military service time shall pay their "buy in" contribution either in a lump sum or in equal weekly installments over a period of no longer duration than two (2) times the military service time to be bought. No employee shall be credited with active military service time in excess of that for which he/she has completed his/her "buy in" contribution. The amount of the "buy in" contribution shall be equal to an average of the employee's pension contributions made during his/her employment from date of hire to payment in full of the "buy in" time. Such average pension contribution shall be calculated as of the date of such contribution began and shall be recalculated on each January 1 and July 1 thereafter until payment in full of the "buy in" time.

(3) The active military service time for which contributions are completed shall apply to all sections of this article for the purpose of computing number of years of service for benefits, but will not be used to compute years of service needed to become eligible for retirement or to vest benefits.

(4) The employee's Military Discharge Form DD-214 shall be used to determine active military service time.

- D. The minimum Pension payable to each individual who retires after the date of the award shall be computed at twenty dollars (\$20) per month times total years of service, provided that any such years of service in excess of thirty-five (35) shall not be used to compute said minimum pension.
- E. Any employee who shall die before reaching the age of sixty-five (65) years, upon the sixty-fifth (65th) anniversary of his/her birth, the spouse of said employee, if he or she then be married, shall until his or her death or remarriage receive a sum equal to one-half ($\frac{1}{2}$) of the sum which the employee would have received had he/she lived. If said member leaves no spouse surviving, then such payments will be made to any children surviving, as defined below.
- F. Upon the death of any employee after his/her regular retirement age, if he/she be then retired and receiving a pension, or if he/she not be retired, but has qualified for such pension, in all other respects, upon his death, the spouse of such employee shall, until death or remarriage, receive a sum equal to seventy-five percent (75%) of the sum to which the employee would have received had he lived. If such member leaves no spouse surviving, such payments will be made to any children surviving as defined below.
- G. Children of deceased employees who are entitled to benefits shall receive such payment until they reach the age of eighteen (18), except that children who are

full-time students shall continue to receive such payments until they reach the age of twenty-three (23).

- H. Employees who terminate their employment for any cause before having completed five (5) years of service with the City of Torrington and/or Torrington Board of Education, shall, upon such termination, be repaid all of his/her contributions paid into the Pension Fund together with interest thereon at the rate of four percent (4%) per annum, compounded annually.
- I. (1) The City will provide all the medical coverage to current and future retirees until the retiree reaches age 65, which is provided to active bargaining unit employees.

(2) The City will provide to the spouse of a retiree until age 65 and other family members of the retiree, while eligible, all the medical coverage which is provided to active bargaining unit employees even though the retiree is age 65 or older.

(3) If a retiree either prior to or after reaching age 65, takes other employment which provides equivalent medical coverage, any of the medical coverage provided by the city of Torrington in paragraphs I and 2 above, shall cease during the term of that other employment or any other future employment. The retiree shall immediately give notice of said equivalent medical coverage to the City's Comptroller's office. However, if written notification is given to the City by the retiree, spouse or eligible family member by certified mail, return receipt requested, that the retiree is no longer employed or that the employee no longer has equivalent medical coverage, the City shall have its insurance carrier resume the dropped coverage when eligibility exists, as soon as the insurance carrier is able to put the coverage into effect.

(4) Each current and new retiree receiving coverage set forth in Section 1 i. (1) shall pay the same amounts of the cost associated with said medical coverage as active bargaining unit employees, until the retiree reaches age 65. This amount shall be paid through monthly pension deduction.

The provisions set forth above, specifically Sections I (1), I (2), I (3), I (4) shall not apply to employees hired on or after July 1, 2017.

(5) The City reserves the right to change Insurance Carriers provided that the levels of benefits and services are equal or better than current coverage. The City agrees that prior to making any such change it shall discuss the change with the Union.
- J. An employee who retires under the provisions of the Pension and Retirement Plan and/or spouse, both having reached sixty-five (65) years, the following benefits

shall be continued until the death of both: Anthem Blue Cross/Blue Shield 65 High Option and Blue Shield 65 Plan 81, at no cost to retirees.

- K. Any employee who has completed twenty-five (25) at age sixty (60) shall, upon his written application, be retired on an annual pension, payable monthly from the Pension Fund, equal in the amount to not less than one-half (½) pay plus an additional two percent (2%) of pay for each completed year of service in excess of twenty-five (25) years
- L. Early Retirement a.) Effective May 2, 2011 any employee who has completed twenty-five (25) or more years of service and who is at least age fifty-five (55) shall upon his/her written application, be retired on an annual pension, payable monthly from the Pension Fund equal to his/her benefit accrued to such early retirement date, and reduced by two and one-half percent (2.5%) for each year that early retirement precedes age sixty (60) on the following basis:

<u>PERCENT OF ACCRUED BENEFIT</u>	<u>AGE</u>
100%	60
97.5%	59
95.0%	58
92.5%	57
90.0%	56
87.5%	55

Early Retirement b.) Effective May 2, 2011 any employee who has completed ten (10) or more years of service and who is at least fifty-five (55) shall, upon his/her written application, be retired on an annual pension, payable monthly from the Pension Fund equal to his/her benefit accrued to such early retirement date, and reduced by two and one-half percent (2.5%) for each year that early retirement precedes age sixty-five (65) on the following basis:

<u>PERCENT OF ACCRUED BENEFIT</u>	<u>AGE</u>
100%	65
97.5%	64
95.0%	63
92.5%	62
90.0%	61
87.5%	60
85.0%	59
82.5%	58
80.0%	57
77.5%	56
75.0%	55

M. The City shall appoint two (2) members of the Pension Committee selected by the Union. Said Union members names will be submitted to the Mayor, in writing, by the Union President, annually.

Section 2

Any vested member of the plan who shall die while an active employee or who shall terminate his/her employment for any reason with the City of Torrington and/or the Torrington Board of Education shall, upon written request to withdraw from the Pension Plan, be repaid all his/her contributions paid into the Pension Fund together with interest thereon at the rate of four (4) percent per annum compounded annually. All such request whether from an employee or his/her survivors shall be made, in writing, within sixty (60) days of death or termination.

Section 3

Each employee shall receive a copy of the Pension booklet which sets forth in summary, benefits of the plan.

Section 4

Each employee shall receive an annual statement of each fiscal year's contributions and interest credited, within sixty (60) days after the end of the fiscal year

Section 5

The Union shall receive a copy of the annual financial report of the Plan from the Employer which shall be mailed to Council 4, AFSCME Office not later than sixty (60) days after receipt of said report by the Employer.

Section 6 Establishment of Defined Contribution Plan

On and after May 2, 2011 any new employee shall not be a participant in the pension plan described in this Exhibit R but shall have as his/her exclusive retirement vehicle, the Defined Contribution Plan set forth below.

1. The Defined Contribution Plan is described as follows;
 - a) Mandatory City contribution – 6% of pay - pretax (includes overtime)-payroll deduction.
 - b) Mandatory Employee contribution – 6% of pay – pretax (includes overtime) – payroll deduction.
 - c) Vesting – Employee contribution vests immediately City contribution – 20%/yr over the first 5 years.
 - d) Withdraw at age 55 consistent with IRS regs.
 - e) May roll over a 401 plan from a prior employer.
 - f) Investment options provided through ICMA.

2. Grandfather Existing Employees Any employee hired prior to May 2, 2011 into one of the bargaining units a party to this agreement shall continue to participate in the pension plan described in this Exhibit R.

Section 7

This Pension Agreement shall be effective on May 2, 2011 and shall remain in effect through June 30, 2016 and shall automatically be renewed for additional one year periods from year to year, unless written notice given by either party to the other party is served by certified mail of intent to commence negotiations for a Successor Pension Agreement, on or before one hundred and twenty (120) days prior to June 30 of any such year. This Pension Agreement shall remain in full force and be effective during such period of negotiations.