

**Collective Bargaining Agreement**

**Between**

**The New London Board of Education**

**and**

**The New London Custodial Local 1523**

**AFSCME, COUNCIL 4**

**July 1, 2013 – June 30, 2016**

## **INTRODUCTORY CLAUSE**

This Agreement made between and by the New London Board of Education and The New London Custodial Local 1423 AFSCME, Council 4, a duly constituted independent Union hereinafter referred to as “the Union”, in order to increase harmonious relationships between the Board and its employees and to promote the morale, equal rights, well-being and security of its employees, the Board of Education and the Union hereby bind themselves into this mutual Agreement as follows:

### **ARTICLE I** **RECOGNITION**

The New London Board of Education hereby recognizes The New London Custodial Union as the exclusive representative of and bargaining unit for custodial and maintenance employees of the New London Board of Education, New London, Connecticut, including all school custodians and custodian-maintenance employees; and excluding all food service, transportation, clerical, secretarial, seasonal and supervisory employees.

### **ARTICLE II** **UNION SECURITY**

#### **SECTION 1**

a. All employees in the bargaining unit covered by this Agreement shall either become a member of the Union within thirty (30) days after his/her date of employment, or pay a service fee not to exceed the monthly union dues uniformly assessed. Said service charge or agency fee will be proportioned by the Union as required by law.

b. Any present employee, hired prior to July 1, 1980, who is not a member of the Union, shall not be required to become a member of the Union as a condition of continuing employment. Any such employee, however, who thereafter joins the Union must, maintain membership or pay a service fee thereafter, as provided above.

#### **SECTION 2**

Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix D, the Employer shall deduct from the employee's pay, the record payroll period in each month, such dues and/or service fees as the Union shall determine.

#### **SECTION 3**

The amount will be certified by a responsible Union officer in writing and may be raised or lowered by the Union upon written notification by the Union to the Employer.

#### **SECTION 4**

The Union will indemnify, defend and hold the Board harmless from any and all claims arising by reason of Board action in accordance with this article.

#### **ARTICLE III** **MANAGEMENT RIGHTS**

It is recognized that the Employer has and will continue to retain its rights, privileges, duties, obligations and responsibilities to direct, promote and maintain the affairs of the Board of Education in all its various aspects except as specifically modified or abridged by the provisions of this Agreement.

#### **ARTICLE IV** **SENIORITY**

#### **SECTION 1**

a. Seniority, according to this Agreement, shall consist of the accumulated continuously paid service of the employee with the Board of Education as a full-time employee. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence or temporary layoff.

b. Notwithstanding the provisions of the foregoing paragraph, employees hired on a temporary basis to fill in for employees who may be absent due to extended illness shall not be considered as full-time employees under the provisions of this Agreement.

c. If it is determined that the employee on sick leave will be unable to return to active employment, and either retires or the employment relationship is terminated, the vacant position will then be filled in accordance with the usual Board policies.

#### **SECTION 2**

The Board shall establish a seniority list of all custodial and maintenance employees and this shall be brought up to date at the beginning of each school year and a copy, with the salary, sent to the Secretary of the Union.

#### **SECTION 3**

All employees shall serve a probationary period of ninety (90) working days, and shall have no seniority rights during this period and may be disciplined or dismissed without recourse to the grievance procedure.

#### **SECTION 4**

In respect to vacancies and promotional opportunities, all such openings shall be posted in the custodial room in each school for a period of ten (10) days.

In regard to promotional opportunities, consideration shall first be given to the most senior qualified employee, as determined by the Board, within the system who applies for the promotion.

All employees may apply for transfers to fill vacancies; however, no transfer shall take place, or be recommended, unless the Superintendent deems such transfer in the best interests of the New London Public Schools.

The Union president will be notified of all such appointments before they become effective.

#### **SECTION 5**

If the most senior qualified employee, as determined by the Board, who applies for a position is not promoted or transferred under the rules outlined above, consideration and appointment shall then be given to the next senior qualified employee who applies according to the same rules.

#### **SECTION 6**

If no employee in the division is promoted after application of said rules, the Board of Education is then free to fill the position from outside.

#### **SECTION 7**

If an employee fills in a vacancy and is qualified within the provisions as set forth in this Agreement, he/she may receive an adjusted salary for that position in accordance with the agreed salary for that position, if the employee satisfactorily completes a probationary period, in the new position, of sixty (60) working days. The employee who satisfactorily completes the said probationary period shall receive the adjusted salary, in accordance with the agreed salary for that position, retroactively.

#### **SECTION 8**

Vacancies and new positions shall be posted in all schools for a period of at least ten (10) working days. Names of those assigned to a vacancy or to a new position shall be sent to the Secretary of the Union.

**SECTION 9**

When it becomes necessary to reduce the custodial and maintenance force, layoffs shall be according to seniority, when feasible, and when this procedure will not work against the proper operation or affect the best interests of the public schools as interpreted by the Board of Education. In the event a layoff is proposed, or pending, representatives of the Union shall be informed.

**SECTION 10**

When a City employee is employed by the Board of Education, said employee's service time for the City shall not be impaired. The employee shall be placed on the Board of Education's salary schedule at the appropriate year level.

**ARTICLE V**  
**EMPLOYER POLICIES**

**SECTION 1**

The Employer retains the right to promulgate and to enforce reasonable written rules and regulations not in conflict with a specific provision of this Agreement as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of the Employer's operations and, after advance notice thereof to the Union and the employees, to require compliance herewith by employees.

**SECTION 2**

It is recognized that the Union reserves the right to question the appropriateness of these rules or regulations pursuant to this particular paragraph through the grievance and arbitration procedures, after receipt of a copy of such rules and regulations, if the rules or regulations are in conflict with a specific provision of this Agreement.

**ARTICLE VI**  
**HOURS OF WORK**

**SECTION 1**

The process for the assignment of overtime shall be based on agreement between the administration and the Union. The rate of overtime shall be one and one-half (1 1/2) times their regular rate of pay per hour for all activities. Time and one-half shall be paid for all hours worked in excess of forty (40) hours per week.

## **SECTION 2**

Schedule changes shall be made by the Superintendent of Schools or his/her designee and will be discussed with the representatives of the Union by the Superintendent of Schools or his/her designee.

## **SECTION 3**

The normal workweek for custodians and custodian-maintenance employees shall be forty (40) hours. The basic workday shall be divided into three (3) shifts; however, other shifts may be established by the administration subject to negotiation with the Union over the impact of the establishment of such shift.

- a. Shift 1 will be from 7:00 a.m. to 4:00 p.m. with one (1) hour for lunch.
- b. Shift 2 will be from 10:30 a.m. to 7:00 p.m. with one-half (1/2) hour for lunch.
- c. Shift 3 will be from 3:00 p.m. to 11:30 p.m. with one-half (1/2) hour for lunch.
- d. The Board may also establish at any time a fourth shift "Shift Four" which will be from 12:00 p.m. to 8:30 p.m. with one-half (1/2) hour for lunch. Except in emergencies, employees will receive ten (10) calendar days notice of assignment to Shift Four.
- e. The Board may establish additional shifts as may be necessary for the orderly operation of the district. The Board shall notify the Union thirty (30) work days before it establishes a new shift. A shorter notice period may be mutually agreed between the parties. No Board rights to establish new shifts are waived or compromised by this item.
- f. The Board may establish a shift or shifts for Tuesday through Saturday to accommodate such things as Saturday school sessions and other Saturday building usage. Overtime will be paid on such shift(s) only if the employees assigned to the Tuesday-Saturday shift have worked in excess of forty (40) hours per week as provided in section 1, above. Any Saturday day shift(s) shall be either from 7:00 AM to 4:00 PM, or from 8:00 AM to 5:00PM, with one (1) hour for lunch on either shift. An evening shift from 3:00 PM to 11:30 PM with a one-half hour for lunch may also be established to staff such shift(s). Volunteers shall first be sought before employees are assigned to any Tuesday – Saturday shifts.

## **SECTION 4**

For all hours worked after 3:00 p.m. all employees on the second and third shift will be paid fifty cents (\$.50) per hour more than the normal hourly rate. The additional yearly increase

in applicable shift differential will be included in the employee's total earnings for the purpose of determining pension benefits.

#### **SECTION 5**

All employees will be entitled to two (2) fifteen (15) minute coffee breaks during the eight (8) hour work shifts. One (1) break will occur approximately midway through the first half of the shift, and the other break will occur approximately midway through the second half of the shift.

#### **SECTION 6**

When a custodian-maintenance employee substitutes for a custodian, the employee's workday shall be one of the four above shifts.

#### **SECTION 7**

The basic workweek during July and August shall be forty (40) hours, from 7:00 a.m. to 4:00 p.m., with a one (1) hour lunch period.

#### **SECTION 8**

In the event of illness the supervisor must be notified the evening before that the employee will not be available for work, or, if the illness occurs during the night, the employee must notify the supervisor no later than 6:30 a.m. This will insure that the employee's responsibilities will be covered by 7:00 a.m.

#### **SECTION 9**

Employees called back to work after completion of a basic day shall be paid a minimum of three (3) hours' overtime from the time of reporting to work. If an employee is called back more than once during the three (3) hour period, he or she shall not be entitled to additional call-in pay. Should the callback or callbacks extend beyond three (3) hours, the employee will be paid time and one-half for each additional hour or part of the hour actually worked.

All employees who work scheduled overtime and/or work time contiguous to an employee's shift between the hours of 4 a.m. and 9 p.m., shall be paid for actual hours worked. All time worked after 9 p.m. and before 4 a.m. outside of the employee's regularly scheduled shift shall be paid at the call-in pay

#### **SECTION 10**

The rate for all hours worked on a holiday shall be one and one-half (1 1/2) times an employee's regular hourly rate of pay.

## **SECTION 11**

Union officers and/or Union members shall not perform Union business during assigned school scheduled hours, including operation of the grievance procedure, nor will Union meetings be conducted on school premises without authorization of the building principal.

## **SECTION 12**

No custodian or maintenance employee shall leave the building or grounds to which he/she is assigned during the scheduled work hours without permission from the building principal or properly delegated authority.

## **SECTION 13**

a. The Superintendent, or his or her designee, shall appoint four (4) bargaining unit members annually to conduct weekend and holiday and other building checks required by the Board. Each employee shall be responsible for checking all Board of Education buildings every Saturday, Sunday and holidays. The employee's building check responsibilities shall include: inspect all doors, windows and other means of entrance into the buildings; inspect the furnaces and pipes; inspect the kitchen refrigerators and freezers; check for vandalism and report all such incidents to the Director of Operations; and other required functions.

b. Each of the appointed bargaining unit members will rotate one (1) week on and three (3) weeks off throughout the year. Holidays will be assigned as equitably as possible in the discretion of the Administration.

c. Each of the four (4) appointed bargaining unit members will be on call for all alarm calls during their scheduled building check week including all holidays in that week.

b. For this assignment each employee who performs building checks shall receive two thousand three hundred dollars (\$ 2,300.00) above his/her basic annual salary. -The building check stipend will be included in the employee's total earnings for the purpose of determining pension benefits.

c. Openings for these positions shall be subject to posting. Building check work will be posted annually during the month of May, and building check assignments shall be performed for a twelve (12) month period effective July 1 of each year-

d. No employee shall be permitted to substitute his/her assignment without prior approval by the Superintendent of Schools or his/her designee. Except in cases of emergency, any substitutions must be requested by the employee at least five (5) days prior to the assigned building check. Failure to perform assigned building checks or improper performance during building checks shall be considered the basis for the imposition of discipline in accordance with the disciplinary action provisions of this Agreement.



**SECTION 14**

Employees may also be required to work reasonable amounts of overtime in addition to their normal schedules and may also from time to time be required to work on weekends and holidays.

**ARTICLE VII**  
**HOLIDAYS AND LEAVE**

**SECTION 1**

The following shall be paid holidays regardless of what day they fall upon. If the holiday falls when the school is in session, it shall be stipulated as a mutually agreed date between the Union and the Board. The paid holidays are as follows:

- |                               |   |
|-------------------------------|---|
| New Year's Day                | Labor Day                                 |
| Martin Luther King's Birthday | Thanksgiving Day and<br>the following day |
| Washington's Birthday         | Fourth of July                            |
| Lincoln's Birthday            | Christmas Day                             |
| Good Friday                   | Columbus Day                              |
| Memorial Day                  |   |
| Veterans' Day                 |   |

**SECTION 2**

In the event any said above-mentioned holidays fall on a Saturday, said holiday shall be observed on the preceding Friday; provided, however, that any employee who is entitled to such a holiday, but is unable to be excused from work the preceding Friday, shall be entitled to some other compensatory day off.

**SECTION 3 - VACATION**

a. Each employee shall receive three (3) weeks' vacation after one (1) year of service, prorated to July 1 during first year of employment. After ten (10) years of service, the employee shall receive four (4) weeks' vacation. All employees who wish to take vacation time will do so by written request.

b. Employees hired on or after July 1, 2013 shall be eligible for one (1) week of vacation after completion of one (1) year of service; two (2) weeks of vacation after three (3) years of service; three (3) weeks of vacation after six (6) years of service; and four weeks after twelve (12) years of service. All employees who wish to take vacation time will do so by written request.

c. Employees may carry over up to five (5) days of vacation into the next school year, however such days must be used prior to September 30<sup>th</sup>.

d. The Superintendent of Schools or his/her designee reserves the right to reject any vacation time that is requested without a two (2) week notice in advance of the vacation time desired.

e. No more than thirty percent (30%) of the staff shall be on vacation at any one time.

f. The Board and the Union agree that employees should be discouraged from applying to take paid vacation during the two peak times of the school year, i.e., the first two weeks before the start of school for students and the two weeks prior to the close of the student school year, and each will make its best efforts to implement this position.

#### **SECTION 4 - SICK LEAVE**

a. The sick leave plan shall be one and one-quarter (1 1/4) days per month cumulative to one hundred twenty (120) days. Each employee will receive a list of his/her accumulated sick leave annually. An employee may petition the Board of Education for an extension if the employee has exhausted his/her one hundred twenty (120) days' sick leave. (On attaining one hundred twenty (120) days' accrued sick leave, an employee will be granted one (1) personal day for every ten (10) weeks of work without absence. These days would be noncumulative.)

However, for purposes of calculating a retiree's eligibility for retirement sick leave pension benefits under Appendix C only, unused sick leave shall be deemed to be cumulative to a maximum of two hundred seventy (270) days, with additional potential accumulation over one hundred twenty (120) days under the appendix being effective July 1, 1989.

b. Employees shall be allowed to use up to five (5) sick days per year to care for an ill member of such employee's immediate family. Immediate family here means father, mother, sisters, brothers, sons, daughters and spouse of the employee.

#### **SECTION 5**

After more than five (5) consecutive workdays of absence because of illness, the staff member may be required to submit to the office of the Superintendent of Schools a physician's certification of the staff member's ability to return to work.

#### **SECTION 6 - BEREAVEMENT LEAVE**

Bereavement leave of five (5) working days for immediate family, or immediate family of the spouse or members of household, will be granted without affecting the sick leave provisions of the employee. "Immediate family" means, spouse, parent, child, brother or sister. Other

absence without loss of pay may be authorized in emergencies by the Superintendent of Schools and shall be charged to sick leave if any remains.

## **SECTION 7**

Employees shall be eligible for family and medical leave as provided by law. Accrued paid leave time shall run concurrently with the family and medical leave period. Employees will be permitted to retain up to five (5) days of vacation while out on FMLA leave which may be used upon such employee's return. However, if such employee returns to work after September 30<sup>th</sup> of the following school year, the employee will be limited to vacation he or she would normally be allotted during that school year.

## **ARTICLE VIII** **WAGES, INSURANCE AND LONGEVITY**

### **SECTION 1**

- a. During the first, 2013-2014 contract year (July 1, 2013 – June 30, 2014), a one percent (1%) general wage increase will be in effect. There shall be no step movement in the 2013-2014 contract year.
- b. During the second, 2014-2015 contract year (July 1, 2014 – June 30, 2015), there will be a .6% wage increase for all employees on Step 6. Employees not on Step 6 shall receive step movement effective the first pay period in January 2015.
- c. There shall be a reopener on the salary to be paid during the third, 2015-2016 contract year.

No employee shall advance more than one step in any year of the new contract.

- d. Salary/wage schedules in effect during the term of this Agreement are attached as Appendices A.
- e. A seventy-five cent (\$.75) differential will be paid to the supervising custodian/maintenance person at the middle school and the senior high school when and only when they are working under a valid trade license.

### **SECTION 2 – MEDICAL INSURANCE COVERAGE**

- a. The employees in this bargaining unit shall be enrolled in the State Partnership Plan.
- b. Effective July 1, 2013, the Board shall pay eighty-eight percent (88%) and the

employee shall pay twelve percent (12%) of the total cost of the insurance coverage for themselves and any eligible dependent.

Effective July 1, 2014, the Board shall pay eighty-eight percent (88%) and the employee shall pay twelve percent (12%) of the total cost of the insurance coverage for themselves and any eligible dependent.

The parties agree to reopen the negotiations to determine the applicable premium cost shares to take effect July 1, 2015.

c. A second opinion, to be paid for by the Board at no expense to the enrolled employee or dependent shall be required before any nonemergency surgery is performed

d. The Board shall have the right to change insurance carriers and/or to self-insure, in whole or in part, in order to provide the insurance coverages set forth above, provided that there shall be no reduction or diminution of the above coverages and no increase in expense to any bargaining unit members, and provided further that coverage which results from a change in carriers and /or self-insurance is at least equal to the benefits described above, in terms of coverage and benefits.

The president of the Union shall be notified in writing within thirty (30) days of any intention to change carriers and/or to self-insure and shall have a reasonable opportunity to review the proposed changes. Should the Union and the Board disagree that the changes proposed will provide coverages at least equal to the coverages and benefits described above at no additional cost to the staff members, the disagreement(s) shall be subject to arbitration as provided in the contract. The status quo will be maintained during the arbitration process.

### **SECTION 3 – VOLUNTARY WAIVER OF INSURANCE COVERAGE**

Members of the bargaining unit who are eligible for insurance coverage under this section may voluntarily elect to waive such coverage, in whole or in part, provided that such waiver does not conflict with the rules regulations or requirements of the appropriate insurance carrier(s). **No employee hired on or after June 30, 2010 may sign up for and receive the waiver of insurance payments set forth in this contract after June 30, 2010, unless the member has first been covered under Board provided medical insurance for at least one full year prior to the application to waive coverage and receive payments in lieu thereof. This one year coverage requirement will not apply to bargaining unit members employed prior to June 30, 2010.**

Members electing such a waiver shall receive cash payments from the New London Board of Education in an amount equal to 25 percent (25%) of the insurance cost which would have been charged to the Board on their behalf had the insurance coverage not been waived.

In order to exercise this waiver option, members must apply in writing to the Superintendent of Schools, or his designee, not later than June 20 in any year covered by this Agreement with such waiver to be effective the following September 1. All waiver applications must be completely

voluntary on the part of the staff member and must be accompanied by a signed waiver of coverage document acceptable to the Board of Education. If the waiver application is acceptable to the applicable insurance carrier(s), it shall be effective as of September 1 and shall remain in effect until revoked as provided below. Members whose waiver applications are acceptable to the applicable insurance carrier(s) shall receive quarterly cash payments from the New London Board of Education in September, November, February and June.

There shall be an annual open enrollment window of May 20—June 20 of each year. At this time an employee may choose to reinstate or waive his/her insurance for the fiscal year commencing September 1.

There shall be no reinstatements other than the May 20 — June 20 period, however, there shall be no lapse of coverage if an employee rescinds his/her waiver due to:

1. Coverage was waived by the employee because another group health insurance plan provided coverage for the employee; and
2. Coverage is lost under that plan due to employment termination, death of a spouse, or divorce; and
3. The employee applies for coverage under this contract within thirty (30) days after the loss of coverage under the other plan.

All such reinstatements shall be subject to all requirements of the applicable carrier(s), including, but not limited to, any mandatory waiting periods.

This and all future language contained within this section shall conform with all applicable State and Federal COBRA laws.

#### **SECTION 4 - LIFE INSURANCE COVERAGE**

Each employee will be covered by a twenty thousand dollar (\$25,000.00) life insurance policy, fifteen hundred dollars (\$1,500.00) of which shall continue after retirement. The cost shall be assumed by the Board. Effective as soon as possible after signing of this Agreement in 2007, life insurance coverage for active employees will be increased to forty thousand dollars (\$40,000); and further increased to forty five thousand dollars (\$45,000) effective July 1, 2008.

#### **SECTION 5 - LONGEVITY**

- a. Longevity shall be based solely on years of experience and not on classification of employees.
- b. The payment schedule used for longevity is as follows:

5 years of service	\$100 per year
10 years of service	\$200 per year
15 years of service	\$375 per year

20 years of service                      \$575 per year

- c. The total annual longevity payment shall be due and payable in two (2) equal installments, the first being due and payable no later than November 30, and the second being due and payable no later than May 31 of each fiscal year.
- d. Longevity payments shall be included in an employee's total earnings for the purpose of determining pension benefits.

**ARTICLE IX**  
**DISCIPLINE AND DISMISSAL**

**SECTION 1**

The Board agrees that it will act in good faith and for just cause in the discipline and/or dismissal of any employee.

**SECTION 2**

Any non-probationary employee dismissed by the Board may elect to process an appeal through either, but not both, of the following:

- a. Grievance and arbitration provisions as set forth in the provisions of this agreement.
- b. Hearings as may be provided by the Charter, City of New London.

**SECTION 3**

- a. Disciplinary actions may normally follow this order:
  - 1. Recorded verbal warning;
  - 2. Written warning;
  - 3. Final written warning with/without suspension; and
  - 4. Discharge
- b. The Board reserves the right to suspend an employee with no warning if it deems it is in the best interest of the public schools as interpreted by the Board of Education.
  - 1. If requested by the employee within five (5) working days of the suspension, a hearing will be scheduled within ten (10) working days to be held within forty-five (45) days thereafter.
  - 2. These time limits may be waived by mutual consent.
  - 3. In this period, the employee's wages will be held in escrow pending final

termination by the Board of Education.

4. Such situations would include, but not be limited to, assault, illegal activities on school property, illegal activities with ramifications to the school system or school property, and other similar situations.

5. Probationary employees may be terminated with no warning if it is the best interest of the public schools as interpreted by the Board of Education.

#### **SECTION 4**

All disciplinary actions, against non-probationary employees are subject to the grievance procedure identified in this agreement.

### **ARTICLE X** **GRIEVANCE PROCEDURE**

A grievance is defined as a claim by a bargaining unit member which concerns any alleged violation of a specific provision of this Agreement and/or which concerns the interpretation, meaning or application of any provision of this Agreement. It is expressly understood that a claim not based upon a violation of a specific provision of this Agreement or not based upon the interpretation, meaning or application of any specific provision of this Agreement shall not constitute a grievance.

An “aggrieved person” is the person making the claim, “a party in interest” is the person making the claim, and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

When an administrative directive allegedly presents a cause for grievance, it will meanwhile be in effect until the grievance is settled.

The purpose of this grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that at any level, these proceedings shall be kept as informal and confidential as may be appropriate.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level hereinafter specified shall be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Decisions rendered at all levels of the grievance procedure shall be in writing, setting forth the decision and the reason therefore, and shall be transmitted promptly to all parties in interest and to the president or representative of the Union and the Superintendent of Schools.

Forms for filing grievances, serving notices, taking appeals and making reports and recommendations, and other necessary documents, shall be prepared by the Superintendent of Schools and given appropriate distribution by him/her so as to facilitate operation of the grievance procedure.

Level One: Employee to Principal or Immediate Supervisor.

Within seven (7) working days of the occurrence which gives rise to the grievance, a written statement of the grievance must be presented to the principal through the immediate supervisor. The matter shall be discussed and a decision rendered within ten (10) working days of receipt of the grievance.

Level Two: Employee to Superintendent or his/her Designee.

If the grieving party is not satisfied with the disposition of the grievance at Level One, the written grievance may be presented to the Superintendent or his/her Designee within ten (10) working days of the receipt of the decision at Level One. The Superintendent or his/her Designee shall arrange a meeting with the grievant and/or his/her representative to attempt to resolve the grievance. Other administrative representatives may attend. In the event the grievance is not resolved as a result of the meeting, the Superintendent or his/her Designee shall render a decision in writing within ten (10) working days thereafter.

Level Three: Employee to Board of Education.

If the grieving party is not satisfied with the disposition of the grievance at Level Two, the grieving party may appeal the decision to Level Three by submitting the grievance to the Board of Education within ten (10) working days following receipt of the decision from the Superintendent of Schools. The Board of Education or its designated committee shall arrange a meeting with the grievant and/or his/her representative within fifteen (15) working days following receipt of the grievance in an attempt to resolve the grievance. The Superintendent or other administrative representative may be in attendance. In the event the grievance is not resolved as a result of the meeting, the Board of Education shall render a decision within ten (10) working days thereafter.

Level Five: Mediation.

Absent settlement at the level of the Board of Education, the Union may appeal the grievance to the Connecticut State Board of Mediation and Arbitration for mediation within fifteen (15) days.

Level Six: Impartial Arbitration.



Absent settlement at the level of mediation, the Union may appeal the grievance to the Connecticut State Board of Mediation and Arbitration. The parties may mutually agree that the grievance arbitration take place before the American Arbitration Association under its labor arbitration rules. The arbitrator's decision shall be final and binding on both parties as provided by law, but the arbitrator (s) shall have no power to add to or detract from the provisions of this Agreement. Any and all costs shall be borne equally by both parties.

NOTE: At any level, the employee may be represented by officials and representatives of the New London Custodial Association.

## **ARTICLE XI** **NO-STRIKE PROVISION**

During the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Board's operation by the employee or employer, nor shall there be any lockout by the Board in any part of the Board's operation.

## **ARTICLE XII** **WORKING RULES AND ON THE JOB INJURIES**

### **SECTION 1**

Employee will be required to purchase and wear the authorized custodial uniform, consisting of pants, jacket and shirt (or blouse) in accordance with existing procedure. The Board of Education will defray the cost, not to exceed one hundred thirty dollars (\$130.00). Beginning July 1, 2014, the Board of Education will defray this cost, not to exceed two hundred dollars (\$200.00).

The uniform must be worn at all times during working hours and must be cleaned and kept presentable. However, during July and August while school is not in session, employees may wear clothing more appropriate for the season, as long as the clothing is clean and presentable (i.e., cutoff shorts are impermissible but tee shirts are acceptable).

### **SECTION 2**

The Union and the Board of Education shall encourage all employees to observe high standards of appearance, conduct and efficiency at all times.

### **SECTION 3**

Employee shall report immediately in writing to either their immediate supervisor or building administrator all cases of injury or assault suffered by them in connection with their employment.

## **SECTION 4**

a. Employees injured at work who receive workers' compensation benefits and who are absent from work on workers' compensation leave, shall be paid his or her full wages, less workers' compensation payments, for a maximum period of one (1) year. The Board will pay the difference between the employee's regular salary and the Workers' Compensation benefit for the first six (6) months of such leave. In the following six (6) months, the employee shall have the difference between his or her regular salary and the Workers' Compensation benefit charged against his or her accrued sick leave. The earnings of these individuals shall not exceed the earnings they received had they continued to work their regular schedules. Once sick leave has been exhausted, employees shall be paid the Workers' Compensation benefit only.

b. Consistent with established practice, employees injured at work due to an assault and who are absent from work on workers compensation leave, will receive their full wages, less workers compensation payments for a maximum period of one (1) year or for so long as the employee is receiving workers compensations payments, if workers compensation payments continue to be received by the individual after one year.

c. If after reaching maximum medical improvement, as determined by a qualified physician recommended by the Board's Workers' Compensation carrier and/or the Workers' Compensation Commission, the Board determines an employee is unable to perform the essential functions of his or her position, with reasonable accommodation, the Board may terminate the employment relationship with such employee. Nothing herein shall preclude application for a service related disability pension in accordance with the City of New London's pension plan as outlined in Appendix B, during such employee's employment with the district.

## **ARTICLE XIII** **SCOPE OF AGREEMENT**

It is understood by the parties to this Agreement that this Agreement is intended as an expression of policies and procedures which the parties consider will improve relations between the Board of Education and employees who are within the scope of this Agreement, this understanding being expressed, however, without intending in any way to limit or restrict the Board of Education or to bind the Superintendent of School or any duly authorized representative of the Board in the discharge of duties and responsibilities as prescribed by the Board.

## **ARTICLE XIV** **DURATION OF CONTRACT**

## **SECTION 1**

During the term of this Agreement, neither party shall be required to negotiate with respect to any matters, whether or not covered by such Agreement, except by mutual consent and both parties waive, on an unqualified basis, any right to negotiate over said matters and freely acknowledge said waiver.

## **SECTION 2**

Future negotiations shall be in accordance with the relevant provisions of Connecticut statutes and shall be subject to any revisions or addenda to such statutes as a result of legislative action.

## **SECTION 3**

Any policies, regulations or procedures of the Board of Education presently in force and not hereby revised and amended by mutual agreement or not herein referred to shall remain in effect.

## **SECTION 4**

Not less than one hundred twenty (120) days preceding the expiration of this Agreement, the Board of Education and The New London Custodial Association will begin negotiations, in good faith, to secure a successor agreement relative to salaries and other conditions of employment.

## **SECTION 5**

The provisions of this Agreement shall be effective as of July 1, 2010, and shall continue and remain in full force and effect until June 30, 2013.

As provided by the Municipal Employee Relations Act, negotiations for a successor contract shall begin on or before March, 2013. During those negotiations, the parties may present any lawful and mandatory contract proposals, including but not limited to proposals for wage and insurance changes, whether and/or when step increases will be granted, and other issues.

## **ARTICLE XV** **PENSION**

The pension plan applicable to members of the bargaining unit is attached as Appendix B to the Agreement. The plan shall not be reduced or diminished, unless agreed to by the parties.

**ARTICLE XVI**  
**SAVINGS CLAUSE**

If any portion of this Agreement is held invalid, void or inoperative by a court of last resort, the validity of the remaining portions of this Agreement shall not be affected thereby.

**ARTICLE XVII**  
**SEPARABILITY**

Should any part hereof or any provision herein contained be rendered or declared illegal by authority of competent legal jurisdiction, such invalidation of such a part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to replace or abridge the right of either party to appeal court or administrative decrees or decisions. In the event that any part or portion of this Agreement is declared illegal, the parties shall enter into collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal. It is understood and agreed to that all other provisions of the collective bargaining agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this

\_\_\_\_\_ day of November, 2013.

\_\_\_\_\_  
**NEW LONDON BOARD OF EDUCATION**

\_\_\_\_\_  
**NEW LONDON CUSTODIAL  
LOCAL 1523, AFSCME, COUNCIL 4**

**APPENDIX A**

**WAGE SCHEDULE - CUSTODIAL PERSONS**

2013-14		
STEP	Annual	Hourly
3a	\$36,483	\$17.54
4	\$37,274	\$17.92
4a	\$38,334	\$18.43
5	\$39,416	\$18.95
5a	\$40,893	\$19.66
6	\$42,432	\$20.40

2014-15		
STEP	Annual	Hourly
3a	\$36,483	\$17.54
4	\$37,274	\$17.92
4a	\$38,334	\$18.43
5	\$39,416	\$18.95
5a	\$40,893	\$19.66
6	\$42,682	\$20.52

**Effective January 1, 2015, eligible employees not at the top Step of the schedule shall move one Step.**

**There shall be a reopener to negotiate the wage schedule for 2015-16.**

## **APPENDIX B**

### **PENSIONS**

#### **SECTION 1: DESCRIPTION OF PLAN AND ELIGIBILITY**

##### **A. Description of Plan**

There shall be established a contributory pension plan in which all eligible members of the New London Custodial Local 1523 AFSCME, Council 4 bargaining unit, as defined in Article I of the Agreement (Recognition), will participate, such plan to become effective on July 1, 1981, and to remain in effect thereafter.

##### **B. Eligibility**

The pension program shall cover all present and future regular full-time employees who are members of the bargaining unit. Pensioners on the pension roll of the City of New London who formerly served in positions covered by the bargaining unit, and who are currently receiving pension benefits for this service, shall remain on the said pension roll in accordance with the requirements and specifications governing that pension roll at the time of their entry thereon. Any words or terms contained herein that denote or reference a particular sex or gender shall be interpreted to include all members of the bargaining unit regardless of sex or gender.

#### **SECTION 2: SERVICE**

For the purposes of this article, service shall be defined as the number of years of continuous active service as a regular full-time bargaining unit member eligible for inclusion in this pension program, provided that those eligible members hired after May 1, 1971, shall be considered for the purposes of this program to have been hired on the effective date of this pension program as provided in Section 1 above. Such employees may, as hereinafter provided, obtain credit for their service prior to the effective date of this plan.

Periods of absence from active employment without pay which precede a break in service shall be deducted when computing years of service, except that authorized leaves of absence for voluntary service in the Armed Forces of the United States at any time shall count toward continuous active service, provided that the member returns to a position covered by the bargaining unit within thirty (30) days of termination of such service, unless a different period is required by law. Service shall be considered broken when a member voluntarily terminates his/her employment, is terminated for cause, is laid off and not recalled, or fails to respond to recall after layoff as provided in this Agreement.

## **APPENDIX B**

### **PENSIONS (Continued)**

#### **SECTION 3: NORMAL AND MANDATORY RETIREMENT AGE**

Members of the bargaining unit shall be eligible for normal retirement under this plan upon the attainment of fifty-seven (57) years of age, or the completion of fifteen (15) years of continuous service, whichever comes later. All employees shall be subject to the Certificate of Continuance provision contained in Section 15-119 of the Code of Ordinances of the City of New London.

#### **SECTION 4: NORMAL RETIREMENT**

The normal annual retirement benefit for eligible employees shall be computed at the rate of two per centum (2%) of the employee's average annual base salary plus longevity payments received in the highest five (5) paid years of employment as a City employee in the bargaining unit. Such two per centum (2%) figures shall be applied for each year of continuous service to a maximum of sixty percent (60%) of said three (3) year average.

Effective for retirements effective on or after July 1, 1989, the normal annual retirement benefit for eligible employees shall be computed at the rate of two per centum (2%) of the employee's average annual base salary plus longevity payments received in the highest three (3) paid years of employment as a City employee in the bargaining unit. Such two per centum (2%) figure shall be applied for each year of continuous service to a maximum of sixty percent (60%) of said three (3) year average.

#### **SECTION 5: FORM OF BENEFIT**

The normal retirement benefit shall be payable in the form of a monthly annuity for the life of the member, unless an election of optional benefit is made as hereinafter provided.

#### **SECTION 6: DISABILITY BENEFIT**

When, as a result of a service-connected permanent disability, a member is precluded from performing service as an active employee, such employee shall be entitled to disability benefits. The disability benefits shall be a minimum of fifty per centum (50%) of the average annual salary base plus longevity received by the employee in the highest five (5) paid years of service or by computation in accordance with the normal retirement benefit, whichever is greater. Disability benefits shall be reduced by any workers' compensation laws. Upon commencement of disability benefits, routine evaluations of the disability will be made, at the expense of the City, every three (3) years to determine the member's fitness for return to duty until such time as the member attains the age of seventy (70).

**APPENDIX B**

**PENSIONS (Continued)**

**SECTION 7: OPTIONAL BENEFIT**

A member may elect to receive a reduced retirement allowance with provision that such reduced retirement allowance or such part thereof as may be specified by the member in his notice of election (either 3/4, 2/3, 1/2 or 1/3) shall be continued after his death to his spouse named in such election, for so long as his spouse lives. The reduced retirement allowance shall be in such an amount as the City deems to be the actuarial equivalent of the retirement allowance that would have been payable had not the election of this option with the City been made prior to the time at which he becomes eligible for retirement, provided that such written notice of election is filed three (3) years before the member becomes eligible for retirement. He may be required to pass a physical examination at the time of making such election. It is the intention of this option that the City's outlay for retirement benefits shall not be increased and that the amount payable to the member and his spouse under the option shall be the equivalent as actuarially determined of what the member alone would have received if he had not elected the option. This option is also intended to be patterned after such option available in the Connecticut State Municipal Employees Retirement Fund as it existed on the effective date of this pension plan.

**SECTION 8: VESTING**

In the event that a member's employment terminates prior to the completion of ten (10) years' service, the member's contribution to the plan during such service shall be paid in a lump sum to the member or, in the event of the member's death, to his surviving spouse or his estate. Such application for lump-sum payment must be made within a period of three (3) years following termination of employment.

In the event that a member terminates from the employ of the City after completion of ten (10) years' credited service in the pension program, such member will be credited with the following percentages of accrued retirement annuity, based upon extent of service at time of termination, which annuity becomes payable commencing at the normal retirement age set forth in this article:

<b><u>YEARS OF SERVICE</u></b>	<b><u>APPLICABLE %</u></b>
10	50%
11	60%
12	70%
13	80%
14	90%
15	100%



## **APPENDIX B**

### **PENSIONS (Continued)**

#### **SECTION 9: EMPLOYEE CONTRIBUTIONS**

All eligible employees of the bargaining unit shall participate in such plan and shall contribute to the pension plan as hereinafter provided.

Commencing July 1, 1981, or upon date of initial employment, if later, all eligible employees shall contribute to the pension plan three percent (3%) of their base annual salary plus longevity.

Commencing July 1, 1982, or upon date of initial employment, if later, all eligible employees shall contribute to the pension plan an additional two per centum (2%) of their base annual salary plus longevity, for a total contribution rate of five per centum (5%).

Commencing June 30, 1983, or upon date of initial employment, if later, all eligible employees shall contribute to the pension plan an additional one per centum (1%) of their base annual salary plus longevity, for a total contribution rate of six per centum (6%), such six per centum (6%) contributions to continue annually thereafter.

The above contributions shall be in addition to any Social Security contributions made by members of the bargaining unit.

Eligible employees hired subsequent to May 1, 1971, but prior to the effective date of this plan, may elect to obtain credit for years of continuous service prior to the effective date of this plan by making a contribution of three per centum (3%) of base annual salary plus longevity earned in the period of each year from the date of eligible employment in full-time active service to the effective date of this plan. For each year that such contributions are made, an additional year of continuous service shall be applied to such employee for the purpose of pension pay eligibility. Such contributions may be implemented through agreed-upon salary deduction in addition to those provided above for the annual contribution rate for years of service after the effective date of this Agreement. Any employees who wish to avail themselves of this opportunity must make a mutually agreeable retroactive contribution plan, through the personnel officer, with the City, not later than October 1, 1981, and shall not extend beyond eight (8) years the time in which to fully pay any retroactive contributions.

## **APPENDIX B**

### **PENSIONS (Continued)**

Eligible current employees who were hired prior to May 1, 1971, and who have remained continuously employed in bargaining unit positions shall hereinafter join this pension plan with full credit given for all years of continuous service as defined in Section 2 above and shall commence contributions on July 1, 1981, and thereafter in accord with the above contributions formula; provided, however, that any employee in this pre-1971 group who is or will become eligible to retire before July 1, 1985, in order to retire under the terms of this pension plan must make contributions in accord with the provisions of this plan for at least four (4) years in consideration of the increased pension benefits under this pension plan; and provided, further, that said employee's four (4) years of contributions may be divided into any manner or combination of work years and/or retroactive contributions, so long as the years upon which contributions under this plan are based shall be the highest paid four (4) years of employment as a City employee in the bargaining unit. The rate of such contributions made for years prior to July 1, 1981, shall be equal to those rates of contribution for post-1971 employees as specified above in the contribution formula of this plan.

Those employees who are or shall be eligible to retire on or before July 1, 1984, under the terms of the former pension plan contained in the City of New London Code Sections 15-177 to 15-123 who do not wish to make such retroactive contributions may execute their rights and receive retirement benefits as provided under that plan. This right, however, does not relinquish those employees from the obligation to make contributions under this contributory plan as previously set forth covering service performed after July 1, 1981. Further, all bargaining unit employees who retire after July 1, 1985, shall retire only under the terms of this plan.

APPENDIX C

SICK LEAVE INCENTIVE

Effective for retirements effective on or after July 1, 1989, upon retirement an employee will be given a one (1) time bonus and an additional percentage above and beyond his/her retirement benefit, as determined under his/her applicable City pension plan, for unused sick leave as defined below:

<u>NUMBER OF DAYS</u>	<u>PERCENTAGE</u>	<u>BONUS</u>
90	1%	\$0
135	2%	\$0
180	4%	\$250.00
225	5%	\$300.00
270	6%	\$400.00

EXAMPLE:

30 years of service = 60%  
\$14,000.00

Avg. Salary           \$14,500.00  
                              \$15,000.00

Pension Benefit = \$8,700.00

180 unused sick days = 4%  
64% x \$14,500.00 = \$9,280.00  
Cash bonus = \$250.00

**APPENDIX D**

**WAGE DEDUCTION AUTHORIZATION FORM**  
**THE NEW LONDON CUSTODIAL LOCAL 1523**

**AFSCME, COUNCIL 4**  
**(Union dues and Service Fee Payment)**

Authorization for Payroll Deduction

By \_\_\_\_\_

Last Name

First Name

Middle

(Please Print)

To \_\_\_\_\_

Name of Employer

Effective \_\_\_\_\_, I hereby authorize you to deduct from my earnings each \_\_\_\_\_ a sufficient amount to provide for the regular Payroll Period payment of the current rate of monthly union dues and/or service fee as certified by the Union. The amount deducted shall be paid to the Treasurer of THE NEW LONDON CUSTODIAL LOCAL 1523 AFSCME, COUNCIL 4,

This authorization shall remain in effect in accordance with the working agreement or until termination of my employment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Zip Code

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