

AGREEMENT

between

LEDYARD BOARD OF EDUCATION

and

**LOCAL 1303-108, COUNCIL #4,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO**

**Effective: July 1, 2022
Expiration: June 30, 2025**

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PREAMBLE

This Agreement is made and entered into by and between the Ledyard Board of Education (hereinafter referred to as the "Board") and Local 1303-108 of Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Union"). The word "employee" as used herein refers to bargaining unit members.

ARTICLE I RECOGNITION

SECTION 1.0. The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours of work and other conditions of employment for all full-time custodial and maintenance employees employed by the Board working twenty (20) hours or more per week, but excluding the maintenance supervisor, maintenance foreman, part-time employees working less than twenty (20) hours per week, casual employees, seasonal employees and all other supervisory employees as defined under the Municipal Employee Relations Act.

ARTICLE II UNION SECURITY AND PAYROLL DEDUCTION

SECTION 2.0. Upon receipt of a signed authorization form, the Board shall deduct from the employee's earned wages each payroll period such dues as the Union shall determine.

SECTION 2.1. The amount to be deducted will be specified in writing by the responsible Union official and may be increased or decreased at any time with a thirty (30) day written notice by said Union official to the Board.

SECTION 2.2. Deductions as provided above shall be remitted to the Council 4 office of the Union not later than thirty (30) days after such deductions have been made, along with an initial list of the employees from whom the deductions have been made. Thereafter, the Union will be informed in writing on a monthly basis of additions to or deletions from the list.

SECTION 2.3 The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits, liabilities, litigation, counsel fees and other claims of costs arising from action taken by the Board pursuant to this article.

ARTICLE III SENIORITY

SECTION 3.0. Seniority is defined as the total length of continuous unbroken service an employee has worked within the bargaining unit as herein defined in Section 1.0 of Article 1 (Recognition).

SECTION 3.1 a. Newly hired employees shall serve a probationary period of six (6) months starting with the first day he/she actually works after hire. During the probationary period, an employee shall have no seniority rights, benefits and may be terminated at the Board's discretion, and such termination shall not be the subject of a grievance claim or of any other protest under this Agreement by the employees or by the Union. If the employee has worked on a part-time basis for twelve (12) months or more outside of the bargaining unit performing custodial duties and is then hired into the bargaining unit, the probationary period may be waived by the Superintendent.

b. An employee who has successfully completed the probationary period of employment shall thereafter become a regular employee and shall be credited with time worked during the probationary period for purposes of determining seniority and shall receive all benefits afforded by this Agreement.

c. An employee's seniority shall cease for any of the following reasons:

1. Voluntary resignation.
2. Retirement.
3. Discharge for just cause.
4. Layoff for lack of work for a period of time equal to the employee's total length of service in the bargaining unit calculated as of the date of the layoff, but not to exceed twelve (12) consecutive months in any case, starting with the date of layoff.
5. Failure to return to work on the specified date at the conclusion of an approved leave of absence without authorization from the Superintendent.
6. Failure to return to work within ten (10) business days after receipt of notice of recall.

SECTION 3.2. The President of the local Union shall have top seniority over all other bargaining unit members in the event of layoff or recall, providing he/she is qualified to perform available work.

SECTION 3.3. In the event the Board determines a layoff is necessary, the Superintendent shall identify the bargaining unit member or members to be affected by the layoff based upon seniority, provided that the senior employee(s) are qualified to perform available work.

SECTION 3.4. The name of any employee laid off for lack of work shall be maintained by the Board on a preferential recall list for a period equal to the laid-off employee's length of service in the bargaining unit as of the date of the layoff, not to exceed in any case twelve (12) months. If, during the recall period, bargaining unit work becomes available which the laid-off employee is qualified to perform, the Board shall first offer such work to qualified laid-off employees in order of seniority before hiring new employees into the bargaining unit. It shall be the responsibility of all

laid-off employees to furnish the Superintendent of Schools with their current home address, and any obligations owed by the Board to laid-off employees under this contract shall be fully discharged by sending notice of recall by certified mail to the last address of the employee as it appears on Board of Education records.

SECTION 3.5. In the event an employee fails to return to work within ten (10) business days after receipt of notice of recall or fails to make arrangements agreeable to the Board to return to work, the employee's seniority will be lost and employment shall cease. If such an employee is thereafter rehired by the Board, it shall be as a new employee.

SECTION 3.6. No bargaining unit employee shall be laid off for lack of work or have his/her hours reduced while the Board retains in its employ, performing bargaining unit work, casual, seasonal, temporary or other employees not members of the bargaining unit, provided that bargaining unit members are qualified to perform available work.

SECTION 3.7. No seasonal, casual or part-time employees working less than twenty (20) hours a week will be used to perform work ordinarily performed by bargaining unit members while employees within the bargaining unit are laid off for lack of work, provided that such bargaining unit members are qualified to perform the available work.

SECTION 3.8. Advance notice of impending layoffs will be given by the Superintendent of Schools to the local Union President as far in advance of the impending layoffs as may be reasonable.

ARTICLE IV PROMOTION - VACANCIES - TRANSFERS

SECTION 4.0. In the event new positions in the bargaining unit are created, or when bargaining unit vacancies occur which are to be filled, existing bargaining unit members who apply shall be considered first before the hiring of an outside applicant provided that such bargaining unit members are qualified to perform the available work.

SECTION 4.1. Notice of bargaining unit vacancies and/or new bargaining unit positions shall be posted in all schools and in the maintenance department for ten (10) working days. In the event special circumstances exist, the posting period may be reduced to five (5) working days after consulting with the Union. Any employee interested in the position may apply in writing to the Superintendent of Schools prior to the end of the posting period. Preference shall be given to any qualified bargaining unit members as determined by the Director of Maintenance. The Superintendent shall appoint a qualified applicant to fill the position. After the interview, if a bargaining unit applicant is hired, and two or more bargaining unit applicants for a

position possess equal qualifications, preference shall be given to the most senior applicant.

ARTICLE V HOURS OF WORK AND OVERTIME

SECTION 5.0. All full-time custodians and maintenance department employees shall work an eight (8) hour day, forty (40) hour week, with a duty-free lunch period of thirty (30) minutes, except in cases of emergency. The time in which the duty-free lunch period will be taken shall be arranged between the building principal and the employee. Employees shall be given a paid fifteen (15) minute break for every four (4) hours worked. These paid breaks shall not be subject to proration.

SECTION 5.1. The schedule of hours to be worked by each person during the school year shall be arranged by the Superintendent of Schools or designee. The schedule of hours may be changed with good reason and a statement of the reason will be given to the employee, if requested. Any involuntary change in shift shall only be made with advanced notice of ten (10) business days and shall be done by inverse seniority. Employees shall work the shift they were hired for unless modified after the ten (10) days' notice is provided. The Board shall endeavor to ensure that all employees have two (2) days off in a row, excluding overtime shifts.

SECTION 5.2. During the school vacation periods, including July and August, all employees shall work, the day shift unless, in the opinion of the Superintendent of Schools and/or the maintenance supervisor, circumstances dictate other assignments.

SECTION 5.3. If a custodial member of the bargaining unit is unable to work his/her regular shift, reasonable efforts shall be made to offer that shift of work to another custodian who is assigned to work in the same building as the absent custodian.

If the supervisor/administrator cannot fill the position, as set forth above, the shift of work may be offered to non-bargaining unit personnel. No bargaining unit personnel shall work a substitute shift of more than three (3) consecutive workdays. The rate of pay for a bargaining unit member will be one and one-half times the member's hourly rate for all hours actually worked in excess of eight (8) hours for each day.

This entire Section 5.3 shall not be applicable to those days in excess of three (3) consecutive working days on which the custodian is absent; or in situations where a custodian informs his/her supervisor/administrator that he/she will be absent in excess of three (3) consecutive working days. In such situations, the supervisor/administrator may offer the custodian's shift of work to non-bargaining unit personnel,

SECTION 5.4 a. Time and one-half of the employee's regular straight time hourly rate of pay shall be paid for all hours in excess of eight (8) hours in any one (1) day and forty (40) hours work in any one (1) week. There shall be no pyramiding of overtime. All overtime shall be distributed in a fair and equitable manner.

b. For purposes of computing overtime, all paid sick leave shall be considered as time worked.

c. Employees working overtime shifts shall be provided paid fifteen (15) minute breaks for every four (4) hours worked as referenced in Section 5.0 above. For scheduled overtime shifts of nine (9) hours or greater, employees shall take a 30-minute duty free unpaid lunch unless working conditions as determined by the Superintendent or designee do not call for a duty-free period.

SECTION 5.5. When a bargaining unit employee works on one of the holidays listed elsewhere in this Agreement, or on a Sunday, he/she shall receive two (2) times his/her regular hourly rate of pay plus holiday pay for all such hours worked.

SECTION 5.6. Employees, whether working on overtime or during their regular shifts, are responsible for the security and maintenance of the buildings in which they are working.

SECTION 5.7 **Emergency Closing.** In the event school is closed for storms, all employees will report for their normal shift. Should conditions require the Superintendent to cease all essential work, or the Governor of the State Of Connecticut declares a state of emergency and closes the roads in south eastern Connecticut, all employees will be notified by the Director of Maintenance to not report and shall suffer no loss of pay. Depending on the needs of the district, the Director of Maintenance may request second shift employees to report for work prior to their normal starting time with two (2) hour notification. Those second shift employees not reporting early shall be required to work their usual shift. If the employee reasonably believes that driving is too dangerous to report to work, he/she may choose not to report and may use a vacation or personal day.

ARTICLE VI SICK LEAVE

SECTION 6.0. Each employee shall accumulate paid sick leave at the rate of ten (10) hours per month during their first year of service (starting with completion of probationary period). After completion of the first year of service, paid sick leave shall accumulate at the rate of ten (10) hours per month up to a maximum level of accumulated sick leave hours of one thousand two hundred (1200) hours. Employees who successfully complete their probationary period shall receive credit for sick leave retroactive to their first day of employment. Sick leave maybe used to care for an individual in the employee's immediate family, which shall mean children, spouse or parent of the employee or for medical appointments. Sick leave may be taken in two (2) hour increments.

SECTION 6.1. Employees absent on sick leave will notify the Superintendent's office or the maintenance supervisor and advise them of the reason for their absence before commencing their shift. Employees on the second shift must notify the Superintendent's office or the maintenance supervisor two (2) hours prior to the start of their shift.

SECTION 6.2 a. A doctor's certificate substantiating illness and the ability to return to work may be required by the Superintendent of Schools in the event an absence exceeds three (3) working days, or after an absence of two (2) working days if an employee has been put on notice that a pattern of abuse has been established.

b. Upon submission of a doctor's report and the recommendation of the Superintendent, a maximum of twenty (20) additional days sick leave may be granted by the Board with pay to bargaining unit members who have utilized their maximum accumulation of sick leave, which additional sick days may not be carried over to the next fiscal year.

SECTION 6.3. Nothing in this Agreement shall be considered as either preventing or requiring the granting of additional sick leave days with or without pay in the event of extended illness, and if the Board in its discretion grants such additional paid sick leave, such action shall not be construed, claimed, or interpreted as a precedent or as a past practice. Any decision under this Section shall be final and shall not be subject to the grievance procedure.

SECTION 6.4. Not more than once a year, employees may be required by the Superintendent of Schools to take a physical examination, at Board expense, where the Superintendent determines that such an examination is in the best interests of the school system.

SECTION 6.5. Sick leave may not be used to extend holidays or weekends. In the event a sick day is taken the day before and/or after a weekend and/or a holiday, the Superintendent may require any employee who has been put on notice that a pattern of abuse has been established to submit a doctor's certificate substantiating the employee's inability to work on the day or days on which he or she was absent.

SECTION 6.6. In the event of death, retirement or layoff after (15) years of employment with the Board, each bargaining unit employee or his/her estate will receive payment for up to one hundred and twenty (120) hours of accrued sick leave.

SECTION 6.7 In any fiscal year in which an employee takes no sick leave, he/she shall receive an incentive of two (2) Incentive Days or sixteen (16) hours to be utilized during any period that school is not in session.

ARTICLE VII PERSONAL DAYS AND BEREAVEMENT LEAVE

SECTION 7.0. A total of forty (40) hours leave without loss of pay, noncumulative, shall be allowed for death or illness in the immediate family, attendance in court or other legal demands and extraordinary circumstances or a personal nature that cannot be carried out at any time. Absence with pay due to death in other than the immediate family shall be limited to one (1) day or eight (8) hours. Leave used for illness in the immediate family shall be available and deducted from the employee's accumulated sick time. The immediate family for the purpose of illness shall consist of the employee's spouse, child, mother, father. In case of death, the immediate family shall also include brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild, aunt, or uncle.

SECTION 7.1. Written request for approval for leave under this Section must be made to the maintenance supervisor for recommendation and submission to the Superintendent of Schools as early as possible, but in no event less than three (3) days prior to the requested leave, except in case of emergency or death in the immediate family. The request shall state with specificity the reason(s) for the requested leave. To the extent possible, the contents of such requests shall be treated as confidential. Employees shall notify the Superintendent of personal day use for death in the immediate family by filling out the necessary form upon return to work.

SECTION 7.2. For one of the days referenced in Section 7.0 above, the employee need not give the reason for the desired personal day, provided five (5) days' notice of the requested day is given. Exceptions to this notice will be made for emergencies.

SECTION 7.3. Leave under this Article shall not be used to advance or extend holidays or vacation periods, unless approved by the Director of Maintenance. Personal leave may be used in four (4) hour increments.

ARTICLE VIII UNION LEAVE

SECTION 8.0. One (1) Union officer and one member of the bargaining unit will be allowed the necessary time off without loss of pay for the purpose of conducting contract negotiations during his/her regular working hours.

ARTICLE IX HOLIDAYS

SECTION 9.0. Employees working a forty (40) hour per week schedule shall be entitled to the following thirteen (13) holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving,

Christmas Day, and an additional day on Tuesday after Presidents' Day. In the event that any of the above days fall on a weekend, either Friday or Monday will be observed as a holiday providing this does not interfere with school sessions, in which case employees will receive one (1) day's pay as remuneration for the holiday. In the event Christmas falls on a Thursday, then the Friday after shall be a paid holiday. In the event that Veterans' Day or the Tuesday after the Presidents' Day weekend is deemed by the Board to be a workday for employees, employees will be given a floating holiday for each such day. Determination of replacement holidays for when school is in session will be through mutual agreement of the parties.

SECTION 9.1. Bargaining unit members who work twenty (20) or more hours per week, but less than forty (40), shall receive as holiday pay an average day's pay, according to the-number of hours each day they normally work.

ARTICLE X VACATIONS

SECTION 10.0 Paid vacation shall be provided on an annual basis in accordance with the following formula:

- a. Vacation credits will accrue monthly from date of employment to July 1st of the fiscal year following the date of employment up to a maximum of forty (40) hours, but no days can be used until the employee has completed six (6) consecutive months of employment. Upon reaching June 30, any new employee hired prior to January 1 of that calendar year will be credited with one (1) year of continuous service for purposes of vacation accrual.
- b. Eighty (80) vacation hours per fiscal year (July 1- June 30). Hours will be accrued at 6.67 hours monthly for continuous service from one (1) to five (5) full years.
- c. One hundred twenty (120) vacation hours per fiscal year. Hours will be accrued at 10 hours monthly for continuous service after five (5) to fifteen (15) full years.
- d. One hundred sixty (160) vacation hours per fiscal year. Hours will be accrued at 13.34 hours monthly for continuous service after fifteen (15) full years and thereafter.

SECTION 10.1. In the event of the death of an employee, his/her family shall receive the employee's unused accrued vacation pay.

SECTION 10.2. Any employee included in this Agreement who wishes to take accrued vacation time other than during school vacation periods must submit a written request for approval to the Superintendent of Schools or designee at least three (3) weeks prior to the actual time to be taken to assure adequate coverage of the employee's position.

SECTION 10.3 a. Vacation periods will be scheduled by the Superintendent of Schools or designee, taking into consideration the desires of the employees. A list shall be posted in each school and in the maintenance department asking employees

to indicate their preference for vacation. Using this list, the Superintendent or designee shall prepare the vacation schedule granting, where feasible, vacation preference to the most senior employees. Once the vacation schedule is posted, individual employees or the Union shall have one (1) calendar week to state their objections and to request changes.

- b. Vacation days may not be used to extend time off on weekends or holidays while school is in session more than six (6) times in any contract year.
- c. Vacation time may be taken in four hour increments.

SECTION 10.4. Any employee who retires or who is laid off shall be entitled to receive payment for all unused accrued days due him/her as of the date of retirement or layoff. Any employee who voluntarily resigns shall receive payment for all unused accrued vacation days due him/her as of the date of resignation, provided that the employee gives at least two weeks' notice of his/her resignation.

SECTION 10.5. Vacation days are not cumulative from year to year and must be taken prior to June 30 of the year following the accrual.

ARTICLE XI JURY DUTY

SECTION 11.0. Employees on jury duty shall be paid in accordance with state and federal statutes and regulations. In no event, however, shall employees suffer a loss in base pay as a result of serving jury duty.

ARTICLE XII WAGES

SECTION 12.0. All employees shall be paid biweekly in accordance with the yearly schedule posted on the district website and by direct deposit to a bank of the employee's choice and receive electronic notification of their pay stub. Employees within steps shall advance a step effective and retroactive to July 1st 2022 and every year of the contract.

SECTION 12.1. Wages shall be listed under *Salary Schedules* for all classifications.

- a. Effective and retroactive to July 1st, 2022, the wage rates within steps and in effect on June 30th, 2022 shall be increased by one and three quarters percent (1.75%). Effective and retroactive to July 1st of 2022, the wages rates at the maximum step in effect on June 30th, 2022 shall be increased by three percent (3%).
- b. Effective July 1st, 2023, the wage rates within steps and in effect on June 30th, 2023 shall be increased by one and three quarters percent (1.75%). Effective July

1st, 2023, the wage rates at the maximum step in effect on June 30th, 2023 shall be increased by three percent (3%).

- c. Effective July 1st, 2024, the wage rates within steps and in effect on June 30th, 2024 shall be increased by one and three quarters percent (1.75%). Effective July 1st 2024, the wage rates at the maximum step in effect on June 30th 2024 shall be increased by three percent (3%).

ARTICLE XIII INSURANCE

SECTION 13.0.

- A. The Board will provide the following insurance coverage or substantially equivalent insurance coverage. The employee's contribution shall be seventeen percent (17.25%) effective upon ratification of this contract, 17.5% as of July 1, 2023 and 17.75% effective July 1, 2024. Such premium share contribution shall be based on the cost of the plan and fees incurred by the Board related to joining and remaining in the Connecticut Partnership Plan.

- a. The Connecticut State Partnership Plan (SPP) and the prescription drug plan offered through the Connecticut State Partnership; and

- b. The Connecticut State Partnership Plan and the prescription drug plan offered through the Connecticut State Partnership Plan provided, if the plan design changes during the period of time that the Board is a participating member, the new plan design will be adopted); and

- c. The dental insurance plan offered to the Union will be the Connecticut State Partnership Plan.

- d. The Vision Rider offered to the Union will be the Connecticut State Partnership Plan.

- e. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by

the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.

In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.

a) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

b) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

B. The Board shall implement and maintain a "Section 125" salary reduction agreement that will be designed to permit exclusion from taxable income of the employee's share of health insurance premiums.

C. Life insurance in the amount of \$50,000, the cost to be paid by the Board of Education.

SECTION 13.1. When an employee who is a member of the bargaining unit is absent from work and is entitled to collect workers' compensation benefits under Connecticut law due to work-connected injury, the employee will be paid the workers' compensation benefits to which he/she is entitled under law in addition to whatever

benefits he/she may be entitled to under the group insurance policies described above, not to exceed total weekly compensation with no deduction from sick leave.

SECTION 13.2 a. The Board shall have the right to change insurance carriers and/or to self-insure in whole or part, at any time, provided that such change will result in substantially equivalent coverage.

- b. The President of the Union shall be notified in writing within thirty (30) days of the Board's decision to change carriers and/or to self-insure. Should the Union and the Board of Education disagree that the proposed changes will provide substantially equivalent coverage, the disagreements shall be subject to the grievance and arbitration provisions of this Agreement. Should the Board elect, such arbitration shall be expedited under the rules of the American Arbitration Association for expedited arbitration with the Board of Education assuming the full cost for the arbitrator. No change shall be made until the arbitrator has made the award.

SECTION 13.3 a. Notwithstanding the above, employees may voluntarily elect to waive, in writing, all health insurance outlined in Section 13.0 and in lieu thereof, shall receive an annual payment of seven hundred fifty (\$750) dollars. Payment to those employees waiving such insurance coverage shall be made payable at the end of the employee's anniversary year. Only employees utilizing this benefit as of June 30, 2019 shall be eligible to continue to receive it. If any such employee discontinues use of the benefit at any time, he or she shall not be eligible to resume the benefit.

- b. Where a change in an employee's status prompts the employee to resume Board provided insurance coverage, the written waiver may, upon written notice to the Superintendent, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible, subject however, to any regulations or restriction, including waiting periods or proof of insurability, which may be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Board, to ensure that the Board has been compensated, but not over-compensated, for any waiver elected in this section.
- c. For employees who are eligible to utilize the waiver, notice of intention to continue to receive it must be received in the Superintendent's office at least two (2) months prior to the first of the month that the insurance coverage will cease.

ARTICLE XIV MISCELLANEOUS

SECTION 14.0. The Board agrees to provide an annual uniform allowance of \$400.00 effective July 1st, 2022 to each employee. Employees will order and wear their uniforms pursuant to the district uniform regulation while on duty. The parties agree

to form a committee to select a mutually agreeable vendor for the purchase of uniforms.

SECTION 14.1. The Board agrees to supply at least two (2) sets of suitable foul weather gear to each school in the system for exclusive use of bargaining unit employees.

SECTION 14.2 All district property must be turned in by employees upon severance of their employment from the Ledyard Public School System.

SECTION 14.3. Bargaining unit members will not typically be asked to use their personal vehicles; however, bargaining unit employees who use their personal cars on an assigned basis to travel between buildings shall be reimbursed at the IRS rate.

SECTION 14.4 a. The contract will be posted on the Board's website and available for review in the Central Office.

- b. The Administration shall notify the Union President of all new employees within five (5) working days of hire, including name, address, telephone number, classification, location and shift.
- c. The Board shall provide three (3) original signed contracts and a Word version of the document for Council #4 at the time of signing
- d. If additional copies are requested by the Union other than those set forth above, the expense will be shared equally by the Board and the Union.

SECTION 14.5 a. Employees desiring to review their official personnel folders (excepting letters of reference or recommendations from third parties including former employers) will be permitted to do so by making an appointment through the Superintendent of Schools or designee. Under no circumstances shall such review take place during an employee's scheduled shift.

- b. If an employee receives notice of adverse personnel action, he/she shall be afforded the opportunity to put on record in his/her personnel folder a statement in response to the notice of adverse personnel action.

SECTION 14.6. The Union may call meetings in any school building before or after regular working hours, provided such meetings do not conflict with other scheduled activities or programs. Prior approval for use of said building shall be obtained from the building principal.

SECTION 14.7. The Union staff representative who services the bargaining unit may be allowed access to any of the Board's buildings and/or property where bargaining unit employees are working at any time during regular working hours provided that,

during the regular school day, he/she shall first notify the building office of his/her presence in the building and request permission to be in the building.

SECTION 14.8. Employees working twenty (20) or more hours a week on a regular basis but less than forty (40) hours a week shall receive leave benefits on a pro rata basis but shall receive full credit for seniority.

SECTION 14.9. Termination of Employment. The employee may sever his/her relation with the Board by submitting two (2) weeks' notice in writing to the Superintendent and their supervisor. If an employee is judged to have shown improper behavior, incompetence or insubordination, making his/her continued presence in his/her position unacceptable, the Superintendent may discharge him/her immediately. The employee may process a grievance over a termination of employment in accordance with the grievance procedure of this contract.

SECTION 14.10. 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 employees of this bargaining unit, nor shall there be any lockout by the Board in any part of the Board's operation affecting employees within this bargaining unit.

SECTION 14.11. The Board complies with all applicable state and federal laws regarding the treatment of employees who are actively enlisted in the Reserves/National Guard.

SECTION 14.12. Employees shall be provided a written accounting of their sick, personal and vacation leave to include balances and usage on their electronic pay advice.

SECTION 14.13. Maintenance employees are required to provide their own basic hand tools and will be paid a one-time stipend of \$200. Existing employees shall be paid upon ratification. New employees shall be required to provide their own tools and shall be paid the stipend after the completion of the probationary period. The Employer shall provide all other specialty tools, power tools and consumable items.

ARTICLE XV PENSION PLAN

SECTION 15.0. Members of the bargaining unit shall, during the term of this Agreement, be covered by the Town of Ledyard employee pension plan in accordance with its eligibility requirements and its terms.

SECTION 15.1. Bargaining Unit Members hired after June 30, 2013 ("New Pension Hires") shall not be eligible to participate in the Town's Defined Benefit Retirement Plan. The New Pension Hires shall be eligible to participate in the Town of Ledyard

Defined Contribution Plan. The Town shall match employee contributions up to six percent (6%) of the employee's base pay.

SECTION 15.2 Employees hired on or before June 30, 2013 shall maintain the current pension benefits in place as of June 30, 2013 with access to the Town of Ledyard Defined Benefit Plan. Such Plan shall be maintained for all eligible Union employees hired on or before this date throughout the course of their employment for the Town as a member of the Union. The Union and Town agree to lockout any future modifications or discussions of the Defined Benefit Plan unless mutually agreed between the member/members affected by the Defined Benefit Plan and the Town.

ARTICLE XVI CLASSIFICATIONS

SECTION 16.0. Copies of all job descriptions and classifications available which cover members of the bargaining unit shall be available upon request.

SECTION 16.1. In the event that new classifications are created, which classifications are covered by the bargaining unit, the Union will be notified in advance of the creation of the new classification or position so that timely discussions may be undertaken between the parties to the extent required by the Municipal Employee Relations Act. In the event that the Board desires to make changes in existing bargaining unit classifications, advance notice of such intention will be given to the other party so that timely discussions may be undertaken between the parties to the extent required by MERA in order that mutual agreement may be reached on any negotiable issue which separates them.

ARTICLE XVII PRIOR PRACTICE

SECTION 17.0. Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed as abridging any right, benefit or privilege which custodial and maintenance employees have enjoyed heretofore.

ARTICLE XVIII MANAGEMENT RIGHTS

SECTION 18.0. It is recognized that the management of the schools, the control of school property and the maintenance of order and efficiency is solely the responsibility of the Board. Accordingly, the Board retains the right, including, but not limited to, the selection and direction of the working forces, including the right to hire, suspend, discipline or discharge for just cause, to assign, promote or transfer in accordance with the bidding provisions of this Agreement, to determine the amount of overtime to be worked and, to lay off employees because of lack of work, to decide the number and location of its facilities, stations and buildings, to determine the work to be performed within the bargaining unit, to determine

maintenance and repair needs and requirements, to select, procure, design and control equipment and material, to purchase services of others, contract or otherwise, and to make reasonable rules which shall not be inconsistent with this Agreement. Except as these rights shall be specifically limited elsewhere in this Agreement, they shall be reserved for the Board and its authorized representatives.

ARTICLE XIX SAVING CLAUSE

SECTION 19.0. In the event that any article, section or portion of this Agreement is declared invalid by agreement, statute or a legal process, then such specified article, section or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain effective and negotiations concerning the portion ruled invalid shall begin promptly between the parties.

ARTICLE XX REOPENER CLAUSE

SECTION 20.0. This Agreement may be reopened on any provision provided that the Board and the Union agree in writing to such effect.

ARTICLE XXI CONTRACT INTERPRETATION

SECTION 21.0. The Board and the Union negotiating committee agree to meet upon written request by either party for the purpose of discussion, interpretation, implementation and administration of this Agreement.

SECTION 21.1. This Agreement may be altered or modified only by mutual written agreement signed by the parties hereto, and neither party shall request or demand any provision which will in any manner abrogate the understanding set forth herein.

SECTION 21.2. As used in this Agreement, the term "Superintendent" refers to the Superintendent or his/her designee.

ARTICLE XXII DISCIPLINARY PROCEDURE

SECTION 22.0. No employee shall be discharged or otherwise disciplined without just cause. All reprimands that are documented in an employee's file shall be carried out privately.

ARTICLE XXIII GRIEVANCE PROCEDURE

SECTION 23.0. Definition: A grievance is hereby defined to be any controversy, complaint, misunderstanding, or dispute concerning the interpretation or application of any provision of this Agreement.

Step 1. If a bargaining unit member feels that he/she has a grievance, the aggrieved member may submit a written grievance to the Director of Maintenance within fifteen (15) days of the alleged grievable occurrence, in an effort to informally resolve the grievance.

Step 2. If the aggrieved is not satisfied with the outcome of the Step 1 informal procedure, the aggrieved may submit the written grievance to the Assistant Superintendent within fifteen (15) days after the outcome pursuant to Step 1. Within ten (10) days of the receipt of such submission, a conference with the aggrieved and/or representative, the Director of Maintenance and the Assistant Superintendent will be scheduled to take place. If the matter is not resolved at the conference, the Assistant Superintendent shall within five (5) days express his/her answer in writing to the Union with copies to the aggrieved employee(s).

Step 3. If the aggrieved is not satisfied with the outcome of the Step 2 procedure, the aggrieved may submit a written grievance to the Superintendent within five (5) days after the answer from the Assistant Superintendent pursuant to Step 2. Within fifteen (15) days of the receipt of such submission, a conference with the aggrieved and/or representative, the applicable administrator(s) and the Superintendent shall be scheduled to take place. If the matter is not resolved at the conference, the Superintendent shall within ten (10) days to express his answer in writing to the Union with copies to the aggrieved employees.

Step 4. If the decision of the Superintendent at Step 3 is not accepted by the aggrieved, the aggrieved shall make a written request for a meeting with the committee of the Board. Said meeting shall take place within twenty-one (21) days of the written request. The decision shall be made by the Board within ten (10) working days of the meeting and conveyed in writing by the Superintendent to the aggrieved employees and the Union.

Step 5. If no settlement is affected at Step 4, the Union may process the grievance to arbitration by submitting it to the Connecticut State Board of Mediation and Arbitration with a copy to the other party. The Board shall hear the grievance under its rules and regulations and its decision shall be final and binding upon the Board, the Employees and the Union. All costs of filing for arbitration or the arbitration services shall be shared equally by the parties.

Time. When the Board fails to render a decision within the time limits specified in the grievance procedure, the Union may proceed to the next step of

the grievance procedure. Time limits specified may be extended by mutual agreement in writing.

SECTION 23.1. The arbitrator shall not have the power to alter, amend, add to or deduct from the provisions of this Agreement.

SECTION 23.2. The time limits contained in, this Article may be extended by mutual agreement of the parties in writing on a case-by-case basis.

SECTION 23.3. The time limits contained in this Article shall be strictly construed and any previous failure to enforce or an agreement to extend, the time limits herein shall not constitute a waiver of those time limits in any future case.

ARTICLE XXIV CONFERENCES

SECTION 24.0. Upon approval by the Superintendent and subject to funding availability established by the Board, employees may be permitted to attend job-related conferences or seminars deemed relevant by the Superintendent.

SECTION 24.1. Up to three (3) employees may be granted approval to attend a conference or seminar each school year.

SECTION 24.2. An employee who attends a conference or seminar shall prepare a written report about the conference or seminar in accordance with the Superintendent's instructions. All conference or seminar materials shall become the property of the Board.

SECTION 24.3. Upon proof of payment by the employee acceptable to the Board, the Board shall reimburse the employee the necessary expenses incurred per approved conference or seminar for tuition and mileage.

SECTION 24.4. Employees shall be paid for all hours of work required to be missed as a result of attendance at an approved conference or seminar.

SECTION 24.5. Nothing herein shall be construed to require the Superintendent to approve any particular number of conferences or seminars in any year.

ARTICLE XXV LONGEVITY

SECTION 25.0. Each bargaining unit member hired on or before June 30, 2019 shall receive longevity payment annually in accordance with the following schedule:

- A. More than seven (7) consecutive years of employment - \$350
- B. More than twelve (12) consecutive years of employment - \$400
- C. More than seventeen (17) consecutive years of employment - \$450

SECTION 25.1. Longevity payments shall be paid in one lump sum and distributed during the last payroll period in November.

SECTION 25.2. Each employee who has reached his or her requisite consecutive years of employment prior to or on November 1st of each year shall receive longevity payments, as specified in A, B, and C above.

ARTICLE XXVI ANNUAL PERFORMANCE REVIEW PROCEDURE

SECTION 27.0. Members of the Union will be evaluated by the Superintendent's designee. This evaluation will be reviewed by the Superintendent or designee.

SECTION 27.1. Formal performance reviews will be conducted annually. Counseling sessions will be conducted as needed. The Superintendent or designee will meet with the employee at least once prior to completing the performance instrument.

SECTION 27.2. 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. The content of the individual evaluations shall not, however, be subject to the grievance and arbitration process of this Agreement.

SECTION 27.3. The Union and the ~~Superintendent~~ Superintendent agree to establish a committee including Union members to establish procedures for the annual performance review of employees.

ARTICLE XXVII DURATION

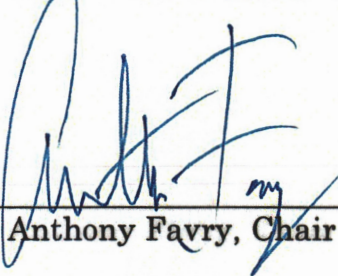
SECTION 28.0. This Agreement shall become effective July 1, 2022, and shall remain in effect until June 30, 2025, and from year to year thereafter unless either party notifies the other no less than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner, provided that only wage adjustments to employees employed on the date of signing shall be made retroactive to July 1. Upon receipt of such notice, meetings will begin

within thirty (30) days to negotiate such amendment and/or change. All other changes in this Agreement from its predecessor Agreement shall operate only from the date of signing.

SECTION 28.1. This Agreement shall remain in full force and effect during such negotiations in accordance with the provisions of the Municipal Employee Relations Act.

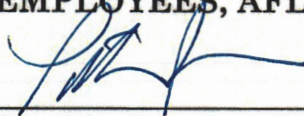
IN WITNESS WHEREOF the parties set their hands and seals this 23 day of August, 2022.

LEDYARD BOARD OF EDUCATION

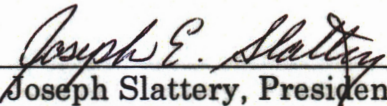


Anthony Favry, Chair

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



Patricia Johnson, Council 4
Attorney Staff Representative



Joseph Slattery, President

APPENDIX A LEDYARD PUBLIC SCHOOLS

SALARY SCHEDULES

The Board and the Union hereby agree to the following salary schedules effective July 1, 2022 through June 30, 2025.

Custodians			
	Effective 7/1/2022	Effective 7/1/2023	Effective 7/1/2024
STEP			
1	\$20.48	\$20.84	\$21.20
2	\$21.45	\$21.83	\$22.21
3	\$22.42	\$22.81	\$23.21
4	\$23.29	\$23.70	\$24.11
5	\$24.37	\$24.80	\$25.23
6	\$25.69	\$26.46	\$27.25

Working Leader			
	Effective 7/1/2022	Effective 7/1/2023	Effective 7/1/2024
STEP			
1	\$29.83	\$30.35	\$30.88
2	\$30.88	\$31.42	\$31.97
3	\$32.32	\$33.29	\$34.29

Preventative Maintenance			
	Effective 7/1/2022	Effective 7/1/2023	Effective 7/1/2024
STEP			
1	\$26.70	\$27.17	\$27.65
2	\$27.60	\$28.08	\$28.57
3	\$28.84	\$29.34	\$29.85
4	\$29.87	\$30.77	\$31.69

APPENDIX B
LEDYARD PUBLIC SCHOOLS

SALARY SCHEDULES
(con't.)

	Maintenance		
	Effective 7/1/2022	Effective 7/1/2023	Effective 7/1/2024
STEP			
1	\$23.11	\$23.51	\$23.92
2	\$24.00	\$24.42	\$24.85
3	\$24.90	\$25.34	\$25.78
4	\$25.78	\$26.23	\$26.69
5	\$26.74	\$27.21	\$27.69
6	\$27.59	\$28.07	\$28.56
7	\$29.19	\$30.07	\$30.97