

AGREEMENT BETWEEN
THE NEWTOWN BOARD OF EDUCATION
AND
NEWTOWN SCHOOLS
CUSTODIANS AND MAINTENANCE ASSOCIATION
LOCAL 3924, AFT, AFL-CIO

JULY 1, 2019 THROUGH JUNE 30, 2023

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AGREEMENT BETWEEN
THE NEWTOWN BOARD OF EDUCATION
AND
NEWTOWN SCHOOLS
CUSTODIANS AND MAINTENANCE ASSOCIATION

Article 1
Agreement

1.1 This agreement is made and entered into this 21st day of May, 2019 by and between the Newtown Board of Education (hereinafter referred to as the "Board") and the Newtown Schools Custodians and Maintenance Association, Local 3924, AFTCT, AFT, AFL-CIO (hereinafter referred to as the "Federation") for the period covered July 1, 2019 through June 30, 2023. Benefits herein apply to all employees working 30 hours or more per week.

Article 2
Board Rights

2.1 All rights, powers and authority which have been traditionally and legally vested in the Board shall continue to remain exclusively vested in the Board, unless specifically limited by the express provisions of this agreement, including, but not limited to, the following: right to establish and administer policies and procedures related to the services, education, training, operations; to direct and schedule the workforce; to hire, promote, transfer, layoff and recall employees to work; to reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees, and duties to be performed; and otherwise generally to manage, attain and maintain full efficiency and optimum services.

Article 3
Recognition

3.1 The Board hereby recognizes the Federation as the exclusive bargaining representative of all full-time and part-time custodians, including supervisory custodians and maintenance personnel employed by the Board for 20 hours or more per week for purposes of bargaining collectively on wages, hours, and other conditions of employment.

Article 4
Payroll Deductions

4.1 The Board agrees to deduct from the pay of the employees covered by this agreement such dues as the Federation uniformly applies to its members, when and if said employees individually and voluntarily authorize the Board to do so in writing, and to transmit to the Federation all monies so deducted prior to the end of the month in which the deduction is made.

Prior to September 1 of each school year, the Federation shall give written notification to the Business Office of the amount of its dues.

Article 5

Work Schedule

5.1 The custodial/maintenance normal work shift/work day is eight hours for full-time employees, including a paid 30-minute lunch period. The standard work week is Monday through Friday, for all three shifts. The last day of the work week for the third shift carries over into Saturday. The principal and the Director of Facilities will determine part-time worker's schedules including the paid lunch period. No custodian or maintenance man may leave his/her school at any time without permission of his/her supervisor and/or his/her principal during his/her normally assigned work shift. No lunches or dinners will be provided by the Board of Education.

Article 6

Overtime

6.1 Employees shall be paid at the rate of one and one half times their normal hourly rate for all work performed over 8 hours in any one work day or over 40 hours in any calendar week. Employees shall be paid at the rate of two times their normal hourly rate for all work performed on Sundays and holidays, provided school is not in session.

6.2 Paid sick leave approved by the superintendent's office shall be considered as working time (hours) for the purpose of determining overtime eligibility. This sick leave must be paid from sick leave accumulated, or the yearly allowance as defined in Article 7.

6.3 Any employee who is out due to illness for more than three days in any one week is not eligible for overtime regardless of whether or not it was accumulated sick leave. The Board shall maintain the right to assign overtime on an as-needed basis. The head custodians shall maintain a list of overtime assignments from which overtime assignments will be filled on a volunteer rotating basis. If no volunteer exists for an assignment, it is understood that the principal has the authority to request overtime assignments from the Director of Facilities and with the consent of the Director of Facilities. Overtime assignment for maintenance personnel shall be done by the Director of Facilities. On a day when a custodian is absent, a total of three (3) hours of overtime shall be paid to the remaining custodians to complete each absent employee's duties. The three (3) hours of overtime shall not apply during weeks of school and summer vacations. In cases of prolonged absences of a custodian, the head custodian may request from the Director of Facilities additional overtime to fulfill the duties of the absent employee(s).

6.4 All employees who work the night shift shall receive a shift premium of \$.75 for all hours worked on the night shift. The night shift shall be defined as all shifts that start after 10 p.m.

Article 7 Sick Leave

7.1 All employees working 30 hours or more per week shall be allowed 15 days sick leave each year, prorated for new hires, the day being defined in Article 5 herein. All employees working 20 or more hours but less than 30 hours per week, after they have worked in such capacity for the Board for at least one year, shall be allowed 4 days sick leave each year, the day being defined as their average length of workday. Employees shall be allowed to use two sick days per year for the care of a sick family member.

7.2 The unused portion of annual sick leave each year shall be allowed to accumulate until a maximum of 150 days is reached. The total annual leave is defined in paragraph 7.1.

7.3 Whenever an employee is absent from work as a result of a personal injury caused by an accident arising out of, and in the course of, his/her employment, he shall be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for a period of six months if medically warranted. During this six-month period, no part of such absence shall be charged to his/her annual or accumulated sick leave.

7.4 No period of absence or leave may extend beyond one year pursuant to the term of this agreement.

7.5 When the Board feels that there has been a pattern of abuse of sick leave, the following procedure shall be followed:

(1) A letter shall be sent to the President of the Federation notifying him/her of the name, times, and/or nature of the suspected abuse and requiring the President of the Federation to begin counseling the employee.

(2) If the Board feels there has been a second abuse of sick leave, and if 14 days have passed since the letter notifying the President of the Federation of the problem, the Board shall have the right to require the suspected employee to verify his/her use of sick leave with a statement or certificate from a physician.

(3) If there is a third suspected abuse of sick leave, the Board shall have the right to begin disciplinary action against the employee.

7.6 Absences bracketing holidays, i.e., occurring immediately before and immediately after a paid holiday, will cause such paid holiday to be also considered a "sick day" for purposes of accumulating leave.

7.7 An employee who has worked for the Board for at least ten (10) months prior to July 1, and who each year does not use any sick days for a one (1) year period between July 1 and June 30, shall earn one (1) floating holiday for the following contract year.

Article 8 Vacations

8.1 Vacation will be accrued annually at the following rates:

- .84 days per month during the 1st year
- 1.25 days per month during the 5th to 9th year
- 1.66 days per month during the 10th to 19th year
- 2.08 days per month during the 20th year and thereafter

8.2 Years of service are determined on the anniversary date of employment. Vacation schedules must be approved by the Director of Facilities and the building principal 30 days in advance. Vacations shall be taken between July 1 and June 30 of each year, with never more than 10 consecutive days taken during the school year. No more than 10 days vacation may be carried over to the next year. Vacation time in excess of ten days not taken prior to June 30 each year will be lost. The Director of Facilities may authorize a carryover of up to 15 days in extraordinary circumstances.

Employees may also request permission from the supervisor to be advanced up to five days' vacation from the current fiscal year, if those days have not yet accrued during that fiscal year. Should the employee leave the employ of the Board of Education during a year in which vacation days have been advanced, the employee understands that those days will be deducted from the final pay.

Article 9 Insurance Benefits

9.1 The Board shall offer the current Anthem Lumenos High Deductible Health Plan (HDHP) as outlined and detailed in Appendix B, with a Health Savings Account (HSA) feature, with deductibles of \$2000/\$4000 ("HSA Plan"), whereby the deductibles shall be funded 50% by the Board (with pro-rated funding of the deductible for employees who are hired after commencement of the insurance plan year). In the first three years of the contract, July 1, 2019 through June 30, 2022 the Board shall deposit the full amount of its contribution into the employee's HSA prior to July 15th. Thereafter, the Board shall deposit one-half of its contribution into the employee's HSA prior to July 15th and the remaining one-half of its contribution prior to January 15th. The plan, including post-deductible prescription co-pays set forth in Appendix B shall apply.

Premium Cost Shares for this plan will be:

<u>Year</u>	<u>Anthem Lumenos HSA HDHP</u>
7/1/2019	16% premium co-payment
7/1/2020	17% premium co-payment
7/1/2021	18% premium co-payment
7/1/2022	18% premium co-payment

Once the deductibles are met the +he prescription coverage co-pays shall be as follows:

Generic/Brand-preferred/Brand non-preferred
\$10/\$30/\$50 2x copay for mail order 90 Supply

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

Wellness Incentive: The HSA plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include preventive physical examinations. If the employee and the employee's spouse (if applicable) complete one preventive physical examination during the term of the contract, the Board will make a one-time contribution into the employee's HSA, in the amount of five percent (5%) of the applicable deductible under the HSA plan. For the purposes of this paragraph, the measurement period for completing the physical examination will be the calendar year. The Board will make its additional five percent (5%) HSA contributions on or about the July 1st following completion of the calendar year during which the physical exams are completed.

A Health Reimbursement Account ("HRA") shall be made available for any employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees' participation in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

9.2 The Board reserves the right to study alternative health insurance plans with different carriers and to change insurance carriers on health insurance provided the following steps occur:

9.2.1 The plan suggested as an alternative must contain coverage and benefits and administration comparable to the plans presently in place at no additional cost to the employee, and such alternate plan must be subject to the rules and regulations of the State Insurance Commissioner's Office.

9.2.2 The Union shall have the opportunity to study the proposed plan for a period of 45 calendar days.

9.2.3 If at the end of the aforementioned 45 calendar days there is a disagreement between the parties on whether or not the plan offers the requisite coverage, benefits, portability, and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be required to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules that the Board's proposed alternate carrier meets the criteria outlined in this section and the Board changes carriers, the standards must be maintained during the life of the contract. The Federation shall retain the right to ask the arbitrator to reinstate the original carrier if the standards outlined are not maintained.

9.3 An election to cancel coverage or to reinstate coverage may be made during an open enrollment period for a minimum of 20 calendar days established annually by the Board in May or June of each year and shall be effective during the succeeding July 1 through June 30 period. In addition, the option to reinstate coverage may be made upon a qualified change in family status, such as marriages, divorce, birth of a child, spousal benefit coverage loss, death of the employee's spouse, or in the event the employee's spouse involuntarily loses his/her job and its attendant coverage. Evidence is not required when coverage is reinstated due to a life-style change

9.4 For all purposes under this Article, a dependent child shall be defined according to applicable law.

- a. Currently as of the date of ratification it covers children up to, but not including, age 26. This definition may change during the course of the contract.
- b. This includes the employee's dependent unmarried children who are incapable of self-sustaining employment by reason of mental or physical handicap; if this child is receiving Social Security disability payments, and is eligible for Medicare, and then Medicare shall be the primary insurer.
- c. In the event of a question about a dependent receiving insurance coverage, the Board may require the employee to provide a certified copy of that portion of the employee's Federal Income Tax Return that lists dependents, or other legal documents showing the employee's legal responsibility to provide health insurance.

9.5 Excise Tax. If the total cost of a group health plan or plans offered under this Agreement triggers an excise tax under Internal Revenue Code Section 49801, or any other local, state or federal statute or regulation, the parties agree to open negotiations solely on insurance to address the impact of the tax.

9.6 Long-term disability will be available to employees who are functionally disabled after 26 weeks employment and are unable to perform their own job for the first two years of disability and following the first two years of disability, any other occupation or trade to which they are suited by reason of education or training, shall be eligible to receive a long-term disability benefit which shall be equal to 50% of their normal monthly straight time earnings at the time of their disablement less any payment for which they are eligible from Social Security and any other insurance or pension plan to which the Town has contributed. Employees shall be eligible for long-term disability benefits for the length of their disablement up to their normal retirement date. To be eligible for their disability benefit, an employee must have completed five years of continuous service with the Board and shall have exhausted all accumulated sick leave, vacation and personal time.

9.7 The Board shall pay the complete expense of group life insurance coverage for each employee working 30 hours or more at \$50,000 per employee. The Board shall pay the complete expense of group life insurance coverage for each employee working 20 or more hours but less than 30 hours per week, who has worked for the Board at least one year, at \$25,000 per employee.

9.8 Employees who retire after 30 years of service having attained age 62 will be able to maintain individual health insurance coverage at their expense until they become eligible for Medicare.

Article 10 Holidays

10.1 Custodians/maintenance workers working 30 hours per week or more shall be entitled to the following holidays plus two floaters with pay:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	½ day Christmas Eve
Memorial Day	Christmas Day
Independence Day	3 Floating Holidays

Custodian/maintenance workers working 20 hours per week or more but less than 30 hours per week, and who have worked at least one year for the Board, shall be entitled to the following two (2) holidays with pay:

Thanksgiving Day	Christmas Day
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10.2 If one of these holidays falls on a day when school is session and the employee must work, he/she will be entitled to take one additional floating holiday in its place. All floating holidays must be approved by the building principal and the Director of Facilities.

10.3 Should a school building need to be open on a holiday, a custodian will be asked to be on duty if deemed necessary. No custodian shall be required to be on duty when any Board member or school administrator enters the building.

Article 11 Bereavement Leaves

11.1 Custodians or maintenance workers shall be granted leaves with full-pay for a period of five days following the death of an immediate member of his/her family. Immediate family members shall be defined as parents, step parents, foster parents, guardians, brothers, sisters, step brother, step sister, grandparents, in-laws (mother, father, sister, and brother), spouse, children or stepchildren.

Article 12 Personal Days

12.1 As many as three personal days per year, prorated for new hires, shall be granted upon reasonable notification and approval of the building head custodian and the principal. Personal days are not similar to vacation days in that they are intended to be used only for necessary personal business that is not suitable as sick leave or vacation.

Article 13 Jury Duty

13.1 Any custodian or maintenance employee working 20 hours or more per week who is called for jury duty shall receive the necessary leave to fulfill his/her legal obligations. This leave shall not be deducted from sick leave. The employee shall receive a rate of pay equal to the difference between his/her applicable salary and the jury duty salary. The employee called for jury duty shall notify the Director of Facilities in writing as soon as he/she has received either a notice from the court indicating that he/she has been selected for service on the jury panel, or notice to appear in court for service on the jury panel.

Article 14 Appointment of Acting Head Custodian

14.1 When the administration becomes aware of the extended absence of a head custodian or night supervisor, an acting head custodian or acting night supervisor shall be appointed within a 24-hour period to serve during the absence. The acting head custodian or night supervisor shall be paid the head custodian's or acting night supervisor's differential applicable at the school at which the work is performed. Said differential shall be paid for all hours that the acting head custodian or acting night supervisor assumes the duties of the head custodian or night supervisor. This temporary adjustment in compensation will be given during the temporary assignment only. Acting head custodians or acting night supervisors shall be appointed during any vacation period taken by the head custodian or night supervisor.

Article 15
Appointment of Acting Lead Maintenance

15.1 When administration becomes aware of the extended absence of a lead maintenance, an acting lead maintenance shall be appointed within a 24-hour period to serve during the absence. The acting lead maintenance shall be paid the lead maintenance differential applicable at the school at which the work is performed. Said differential shall be paid for all hours that the acting lead maintenance assumes the duties of the lead maintenance. This temporary adjustment in compensation will be given during the temporary assignment only and shall not be retroactive to the start of the lead maintenance's absence if administration was not aware of its extended nature at its start. Acting lead maintenance shall be appointed during any vacation period, or absence of the lead maintenance of fifteen working days or more.

Article 16
Civic Activities

16.1 Custodians who are asked to be on duty during civic activities will be covered by the benefit of this agreement.

Article 17
Pension Plan

17.1 Individual statements regarding the pension plan shall be provided annually to each participant. An annual statement of the condition of the pension plan as a whole will be available in the office of the Board of Education.

17.2 Participation in the Pension Plan is mandatory for all employees.

17.3 Employees hired on or after December 15, 2015 shall not be eligible to participate in the Town's Pension Plan. Rather, they shall participate in the Town's Defined Contribution Plan.

Article 18
Leave of Absence

18.1 Subject to the approval of the Board, an employee may be granted a leave of absence without pay or benefits for no more than one year upon written request for the following reasons:

- (1) Health reasons upon written statement from a physician. Upon request, any employee taking such leave shall submit to an examination by a physician retained by the Board for the purpose of verifying the necessity of the leave. Such leave will be granted concurrently with FMLA.
- (2) Personal reasons.
- (3) For child rearing upon written notice to the Board at least 90 days prior to the commencement of the leave. The notice may be waived when health or emergency reasons necessitate. Such leave will be granted concurrently with FMLA.

18.2 The employee shall give the Board written notice of the termination of the leave at least 90 days prior to the anticipated return.

18.3 Upon voluntary termination of the leave, the employee shall receive the first vacant position for which he/she is qualified in his/her classification or a lesser one.

18.4 The employee shall be placed in the most appropriate assignment available, which means that the employee shall be returned to a position that is the same or nearly the same as the one he/she left if such a position is available

18.5 The Board's obligation to the employee ceases if the employee refuses to accept employment in the position(s) offered by the Board.

Article 19

Seniority

19.1 The seniority of an employee shall be defined as the employee's unbroken length of service with the Board in the position of custodian or maintenance worker since his/her last date of hire.

19.2 New employees shall be in a probationary status for a period of 180 days. The probationary period shall be extended up to an additional 90 days at the request of the Director of Facilities. Probationary employees may be terminated by the Board following a report from the trainer and the Director of Facilities, and such termination shall not be subject to the grievance procedure herein. During the probation period the probationary employee cannot be transferred to another building or be reassigned. Upon successful completion of the probationary period, the employee's seniority shall begin with his/her original date of employment.

19.3 Employee length of service shall be broken and length of seniority shall be lost as a result of the following:

- a. voluntary quit;
- b. discharge for just cause;
- c. failure to report to work upon expiration of approved leave of absence;
- d. failure to report to work without notification for three consecutive working days;
- e. failure to report to work within five days when recalled from layoff after a written recall notice is presented at the employee's home of record; or
- f. layoff for a period of two years, or for a period equal to the employee's seniority at the time of layoff, whichever is less.

19.4 In employee who transfers from a position covered by the agreement to a non-bargaining unit position shall retain his/her seniority, but shall not accumulate seniority. If the employee returns to the bargaining unit within a one-year period, he/she shall be credited with the seniority accumulated prior to leaving the bargaining unit.

19.5 When the Board determines that layoffs are necessary, employees with the least seniority by classification shall be laid off first. Employees shall be recalled by classification in the reverse order of layoff. The Board shall give three-month advance notice of layoff if an outside contract service is hired to replace any custodian or maintenance worker. If such replacement is of a temporary emergency nature and time is of the essence, any notification is sufficient.

19.6 When the Board creates a new position or decides to fill a vacancy in an existing vacant position, it shall post notice on the district website and the school union bulletin boards, of its intent for a period of five working days. Vacant positions, once determined by the superintendent or his/her designee to fill, shall be posted within 10 working days. The Federation President shall be given a copy of all postings on the day they are posted.

19.7 During the five working day period following the posting of such notice, any qualified employee may apply, on-line on the district website, for promotion or transfer to such position. The principal at the school with the open position can reject any applicant for cause. For purposes of this provision, cause will include documented written warning poor attendance record, discipline, or unsatisfactory work habits and/or performance record. If, in the opinion of the Director of Facilities, two or more applicants are equally qualified and have the same relative training, performance record, and ability, the position will be assigned to the more senior employee.

19.8 The Director of Facilities will consider applications for promotion to head custodian or maintenance on the basis of the training, performance and ability of the applicants. If, in the opinion of the Director of Facilities, two or more applicants are qualified and have the same relative training, performance record, and ability, the position will be assigned to the more senior employee. If, in the opinion of the Director of Facilities, no applicant has the requisite, it may promote another employee or hire from the outside.

19.9 When situations arise which necessitate the involuntary transfer of a member of the unit, the Federation President shall be notified and the Director of Facilities, employee and the Federation shall discuss the situation prior to taking any action. Employees shall only be involuntarily transferred for just business cause, prior to any employee being transferred, the Director of Facilities shall substantiate the just cause to the Federation. An employee involuntarily transferred because of position elimination shall have the right to return to any position that becomes open in his/her former school or shift during the subsequent 24-month period.

Article 20

Discipline and Dismissal

20.1 Disciplinary action, including dismissal, shall only be for just cause.

20.2 All disciplinary actions outlined in 20.1 through 20.6 must be documented by the Director of Facilities and/or the building or district administrator with copies to the following personnel:

Employee being disciplined
Employee's immediate supervisor
Building Principal (for custodians)
Director of Human Resources

20.3 Disciplinary and dismissal procedure is as follows:

- (1) first offense — verbal warning
- (2) second offense — written warning
- (3) third offense — dismissal or suspension for up to five days without pay

20.4 Any employee may be subject to immediate suspension or dismissal for serious offences provided, however, that the penalty dispensed (assessed) shall be commensurate with the offense for which it is given.

20.5 The Director of Facilities shall advise the Federation President, in writing, of all disciplinary action consisting of written warnings or more serious disciplinary actions, within five working days of its occurrence, specifying the reasons for the disciplinary action.

20.6 An employee shall have the right to grieve disciplinary action, including dismissal, under the provisions of the grievance procedure. Within five working days after it was imposed, such grievance must be filed by the employee, in writing, with the supervisor to whom the supervisor that administered the disciplinary action reports.

20.7 If an employee receives a verbal warning and no further violation for a period of three years occurs, the verbal warning may not be used for progressive discipline.

Article 21

Grievance Procedure

21.1 Definition:

A "grievance" is a claim based upon the interpretation, meaning, or application of any of the provisions of this agreement. A "grievant" is the person or persons making the claim. If, in the judgment of the President of the Federation, a grievance affects a group or class of members of the bargaining unit, the Federation may submit such grievance in writing to the supervisor directly, and the processing of such grievance will commence at Level Two. Such grievance shall not be processed to Level Three unless at least one individual aggrieved employee follows the procedures provided in Level Three. A "party in interest" is the person or persons making the claim and any person whom might be required to take action, or against whom action might be taken in order to resolve the claim.

21.2 Purpose:

The purpose of this procedure is to secure solutions, at the lowest possible administrative level, to any grievance that may from time-to-time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing herein contained shall be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration.

21.3 Level One — Immediate Supervisor:

Within 15 calendar days following the event or condition on which the grievance is based, a grievant with a grievance shall first discuss it with his/her principal or immediate supervisor (and a representative of the Federation if the grievant so desires) with the objective of resolving the matter informally. The immediate supervisor shall give the grievant a written response within five days.

21.4 Level Two — Director of Facilities:

In the event that the grievant is not satisfied with the disposition of the grievance at Level One, he/she may file a written grievance with the Director of Facilities within 10 days after the Level One meeting. Within five days after receipt of the written grievance, the Director of Facilities shall meet with the grievant (and a representative of the Federation if the grievant so desires) in an effort to resolve it.

21.5 Level Three — Superintendent of Schools:

In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may file a grievance with the superintendent of schools or his designee within 10 days after the discussion at Level Two. Within five days after receipt of the written grievance, the superintendent or his designee shall meet with the grievant (and a representative of the Federation if the grievant so desires) in an effort to resolve it. The grievant shall be given a written response to the grievance signed by the superintendent or his designee within 10 days after the meeting.

21.6 Level Four — Board of Education:

In the event that the grievant is not satisfied with the disposition of the grievance at Level Three, he/she may submit the written grievance to the Board within 15 days after the meeting at Level Three. Within 10 days after receiving the written grievance, the Board shall meet with the grievant (and a representative of the Federation if the grievant so desires) for the purpose of resolving the grievance. The decision on the grievance at Level Four shall be rendered by the Board within 15 days after the meeting.

21.7 Level Five — Arbitration:

If a grievance is not settled at Levels One, Two, Three or Four, the Federation may submit the grievance to final and binding arbitration before an arbitrator selected in accordance with the voluntary Rules of Labor Arbitration of the American Arbitration Association, provided that such submission is made within 10 days after the decision was rendered, or should have been rendered, at Level Four. Such grievance may be arbitrated under the American Arbitration Association's expedited rules if the parties mutually agree to do so; such agreement not to be unreasonably withheld by either party. Guidelines for arbitration are as follows:

- The Federation shall be provided with a copy of each written answer to the employee's grievance.
- The arbitrator shall hear only one grievance at a time. The arbitrator shall have no authority to add to, subtract from, or modify the terms of the agreement. The fees and expenses of arbitration shall be borne equally by the parties.
- No reprisals of any kind shall be taken by either party or by any member of the administration against any participant(s) in the grievance procedure by reason of such participation.
- If the grievant does not file a grievance within the time limit set forth herein, such grievance shall be considered waived.
- If the grievant fails at any level to appeal a grievance to the next level within the specified time limits, the grievance shall be deemed waived. If the Board fails to comply in a timely manner at any level of grievance, the grievant then has the right to appeal his/her grievance to the next level.
- If any arbitration proceeding is held during work hours, the grievant, any witness(es) who actually testify, and, if the grievant is being represented by the Federation, one Federation representative will be excused for the hearing without loss of pay. If any meetings under the grievance procedure are held during work hours, the grievant and an Federation representative shall be excused to attend the meeting without loss of pay.

Article 22 **Dues Authorization**

22.1 The Board shall honor members' individually authorized deductions forms and shall make such deductions in the amounts certified by the union for union dues, or fees.

Article 23 Miscellaneous

23.1 Employees hired before July 1, 2015 shall receive longevity payments annually, taxed separately from their regular pay check, based on years of service in the first pay period after their anniversary date in accordance with the following schedule:

10 years of service but less than 15 years of service	\$850
15 years of service but less than 20 years of service	\$1,100
20 years of service or more	\$1,350

Years of service shall be construed as the employee's length of service as defined in Article 19, paragraph 19.1. Employees hired on or after July 1, 2015 shall not be eligible for longevity payments.

23.2 When an employee is required to use his/her own vehicle in the course of his/her employment, he/she shall be reimbursed at the published IRS rate. The employee must maintain a log of all mileage he/she is seeking reimbursement for. In order to receive reimbursement, a copy of the mileage log must be submitted with the employee's request for reimbursement.

23.3 Custodial and maintenance employees shall be provided with essential uniform garments and replacement clothing as needed. Uniforms are mandatory and consist of trousers, summer and winter shirts, jackets, belts and work shoes. Each employee shall receive an annual shoe allowance in the amount of \$150 to be used for reimbursement for purchase of a closed shoe that ties or closes by Velcro. This payment shall only be made upon the presentation of an original receipt showing the purchase of this type of footwear.

23.4 The principal is expected to be a contributing evaluator of head custodians in addition to the Director of Facilities.

23.5 The Union agrees to the 30-hour part-time language referred to in paragraphs 1.1, 3.1, 7.1, 9.6, 10.1 and 13.1 if part-time positions are kept to a maximum of four positions (discussion with, and approval by, the Union may increase that number), and if the person designated as floater is defined as an employee who fills in due to absences of a regular full-time employee.

23.6 Employees shall be paid biweekly, via direct deposit, in accordance with the standard pay periods from July through June. Pay stubs shall be delivered via email, provided, hard copies will be delivered to a limited number of employees those employees who do not have access to a computer.

23.7 The designation of personal and sick days on time sheets is binding, and cannot be changed after the next pay period for which the time sheet has been submitted.

Article 24
Federation Rights

24.1 The Board shall provide bulletin boards, for the Federation's sole use, in the custodians' break rooms in each school, and in the maintenance office.

24.2 Members of the Federation's Bargaining Team who attend negotiating session during work hours shall not suffer any loss in pay.

Article 25
Duration

25.1 The duration of this contract shall be four years beginning July 1, 2019 and shall continue and remain in full force and effect to and including June 30, 2023.

In witness whereof, the parties hereby have caused these present to be executed this ___ day of May, 2019 by their proper officers, hereunto duly authorized.

THE NEWTOWN BOARD OF EDUCATION

By Michelle Embree Ku
Michelle Embree Ku, Chairperson

Date May 21, 2019

NEWTOWN CUSTODIANS &
MAINTENANCE ASSOCIATION

By Wayne Ciaccia
Wayne Ciaccia

Date 5/22/19

**APPENDIX A
SALARY SCHEDULE
2,080 HOURS
JULY 1, 2019 to JUNE 30, 2023**

Category/Step	2019-20	2020-21	2021-22	2022-23
Custodian	\$25.08	\$25.64	\$26.22	\$26.81
Night Supervisor/Lead Custodian	\$26.69	\$27.29	\$27.90	\$28.53
Head Custodian - Elementary	\$29.38	\$30.04	\$30.72	\$31.41
Head Custodian - MS/5-6	\$31.25	\$31.95	\$32.67	\$33.41
Head Custodian- High School	\$32.44	\$33.17	\$33.92	\$34.68
Maintenance	\$31.08	\$31.78	\$32.50	\$33.23
Maintenance*	\$33.17	\$33.92	\$34.68	\$35.46
Licensed Mechanic**	\$34.95	\$35.74	\$36.54	\$37.36
Crew Leader	\$37.55	\$38.39	\$39.25	\$40.13

* Those mechanics that are currently paid as Licensed Mechanics and do not hold such described license, shall be maintained at their current rate and shall only receive wage increases as agreed to above.

**The term Licensed Mechanic shall be defined as a member holding a valid Connecticut Plumbing, Electrical, or HVAC license.

APPENDIX B
Anthem Lumenos High Deductible Health Plan (HDHP)
Effective 7/1/2019 — 6/30/2023



Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

Your Lumenos HSA Plan

First – Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2019, contributions can be made to your HSA up to the following:

- \$3,500 individual coverage
- \$7,000 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

Earn Rewards

If you do this:

- Future Moms for participation and completion
- Online Wellness Toolkit participation
- ConditionCare participation and completion.

You can earn:

- Up to \$200
- Up to \$150
- Up to \$300

Some eligibility requirements apply. See page 2 for program descriptions.

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Plus – To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then –

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

In Network and Out of Network Providers

- \$2,000 individual coverage
- \$4,000 family coverage

If Needed –

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:

- 100% for in-network providers
- 80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

- | In-Network Providers | Out-of-Network Providers |
|------------------------------|------------------------------|
| \$ 3,000 individual coverage | \$ 5,000 individual coverage |
| \$ 6,000 family coverage | \$10,000 family coverage |

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

If you have questions, please call toll-free 1-888-224-4896.

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Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA for the following:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

Online Wellness Toolkit: Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 100, 200 and 300 point milestone. Your employees can quickly achieve their first milestone of 100 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

Enroll In ConditionCare: (Incentive \$100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: (Incentive \$200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

To receive funds earned through Healthy Rewards, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer
H. Influenza type b
Polio
Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

Screening Tests for vision, hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.

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Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

Prescription Drugs – copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)

\$10 Tier 1 copayment
\$30 Tier 2 copayment
\$50 Tier 3 copayment

Mail Order (90 day supply)

\$ 10 Tier 1 copayment
\$ 60 Tier 2 copayment
\$100 Tier 3 copayment

* For the out-of-network benefit, refer to the Traditional Health Coverage section.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.

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Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., Independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

If you have questions, please call toll-free 1-888-224-4896.

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MEMORANDUM OF AGREEMENT

BETWEEN

THE NEWTOWN BOARD OF EDUCATION

AND

THE NEWTOWN SCHOOLS CUSTODIANS AND MAINTENANCE ASSOCIATION, LOCAL 3924, AFT, AFL-CIO

The Newtown Board of Education (the "Board") and the Newtown Schools Custodians and Maintenance Association, Local 3924, AFT, AFL-CIO (the "Association") hereby enter into the following Memorandum of Agreement ("MOA") regarding school closures related to the COVID-19 health emergency.

1. The parties understand and acknowledge that, during the 2019-20 school year, schools in the Newtown Public Schools (the "District") have been closed for a period of time, and during a period in which school otherwise would have been in session, for reasons related to the COVID-19 health emergency, and that further closure(s) may be directed by the Board and/or the Superintendent or by an authority outside the Board ("School Closure").
2. During the School Closure and/or on any weekday following the School Closure up to and including June 30, 2020, Association employees (collectively, "Employees" and each an "Employee") shall, if so directed by the Superintendent and/or the Superintendent's designee(s) (the "Administration"), perform work for the Board ("Closure-Related Work").
3. Employees shall not perform Closure-Related Work unless they receive express written and/or electronic notification from the Administration directing them to do so. The Administration will notify Employees of their assignments for any Closure-Related Work (which may differ from Employees' assignments prior to the School Closure), and will notify Employees regarding the hours during which such assignments shall be performed. Employees performing Closure-Related Work shall be available to fulfill their responsibilities for a period of time not to exceed the length of the regular work day, as designated by the Administration.
4. As determined by the Administration in consultation with any applicable health officials, District buildings may remain open for certain purposes during the School Closure. Employees shall perform Closure-Related Work in an open District building as directed by the Administration, subject to any applicable exceptions as determined by the Administration (*e.g.*, exceptions related to the health of the Employee, students, and/or the school community).
5. In the event an Employee is absent from any assigned Closure-Related Work, the Employee shall report such absence(s) through normal means and the contractual

requirements and restrictions relating to such absence(s) shall apply. Each work day of absence shall be charged as a full day of absence.

6. Subject to the provisions set forth below, during the School Closure, Employees who perform their responsibilities in accordance with the provisions of this Agreement shall continue to receive their base compensation, based on the number of hours such employees were regularly scheduled to work immediately preceding such School Closure, and shall not receive any additional compensation for such Closure-Related Work. Employees who were receiving the night shift differential set forth in Section 6.4 of the parties' collective bargaining agreement immediately preceding the School Closure shall continue to receive such night shift differential during the School Closure, regardless of the actual hours during which they perform Closure-Related Work during the School Closure.
 - a) In order to receive such continued base compensation during any pay period occurring during the School Closure, Employees must perform Closure-Related Work as directed by the Administration during such pay period (and/or be on approved paid leave during such pay period). If an employee does not perform such work and/or is not on an approved paid leave, the employee's pay will be adjusted accordingly.
 - b) If on any work day during the School Closure an Employee is called back to perform additional work within eight (8) hours of the time that the Employee began work on that day, the Employee will not receive any additional compensation for work performed during such eight-hour period, since the Employee is already being paid for that entire eight-hour period.
 - c) Employees shall document such Closure-Related Work as directed by the Administration.
7. All provisions of the parties' collective bargaining agreement shall remain in effect except to the extent such provisions have been modified for the 2019-20 fiscal year by this MOA.
8. This MOA shall expire on June 30, 2020.
9. Notwithstanding the foregoing, the Board and the Association agree that they may revisit the terms of this MOA in the future if circumstances related to the COVID-19 health emergency and/or its impact on the Board change or otherwise evolve following the execution of this MOA by both parties.
10. This MOA shall not be used as precedent or cited as practice by either the Board or the Association in any proceeding whatsoever except to enforce the terms of this MOA.

10. This MOA shall not be used as precedent or cited as practice by either the Board or the Association in any proceeding whatsoever except to enforce the terms of this MOA.

Newtown Board of Education

By: Lorrie Rodriguez

Date: 3-26-20

Newtown Schools Custodians and
Maintenance Association, Local 3924,
AFT, AFL-CIO

By: Wap Lici

Date: 3/25/2020