

# AGREEMENT

*By and Between*

Ledyard Board of Education

*and the*

Ledyard Information Technology Personnel Local  
1303 of Council #4 AFSCME, AFL-CIO

July 1, 2016 through June 30, 2020

## AGREEMENT

This Agreement is entered into by and between the LEDYARD BOARD OF EDUCATION, hereinafter referred to as the "Board" and LEDYARD INFORMATION TECHNOLOGY PERSONNEL LOCAL 1303 OF COUNCIL #4 AFSCME, AFL-CIO.

### ARTICLE 1 RECOGNITION

The Board recognizes LEDYARD INFORMATION TECHNOLOGY PERSONNEL LOCAL 1303 OF COUNCIL #4 AFSCME, AFL-CIO, hereinafter referred to as the "Union", as the exclusive representative of all full-time Employees, working thirty (30) hours or more per week, engaged in computer tech, repair and support for staff and students employed by the Board ("Employees"), for purposes of collective bargaining on all matters of wages, hours of work and other conditions of employment.

### ARTICLE 2 DUES CHECK-OFF

#### SECTION 2.1:

All Employees shall, not later than thirty (30) calendar days after their date of hire, become and remain members of the Union or pay an agency fee to the Union as a condition of continuing employment. An agency fee payer may apply to the Union for a rebate in accordance with the Union's existing procedure.

#### SECTION 2.2:

Upon receipt of individual written authorization from Employees, the Board agrees to deduct Union dues or agency fees monthly from earned wages and remit same to the Union office not later than the last day of each month. Agency fees shall be in an amount, certified by the Union to the Board in writing on or before September 1 of each year, equal to that portion of the membership dues of the Union that is uniformly required to underwrite the costs of collective bargaining, contract administration and grievance adjustment

#### SECTION 2.3:

The Union agrees to indemnify, save and hold the Board harmless from any claims, suits, losses, damages or expenses arising out of, or in any respect related to, the application or operation of this Article.

#### SECTION 2.5:

The Employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the union. The Employer agrees to remit any deductions made pursuant to the provision promptly to the Union together with an itemized statement showing the name of each employee

6. Failure to return to work within ten (10) working days after receipt of notice of recall.

**SECTION 3.5:**

If a layoff takes place, temporary, part-time and/or probationary Employees performing bargaining unit work shall be laid off first.

**SECTION 3.6:**

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

**ARTICLE 4  
PROMOTIONS AND TRANSFERS**

**SECTION 4.1:**

All vacancies within the bargaining unit will be posted for five (5) working days and present Employees shall be given preference for such vacancies if all other qualifications are deemed by the Administration to be equal.

**SECTION 4.2:**

When Employees request transfers that involve no change in classification, seniority shall be considered.

**SECTION 4.3:**

Employees shall have no right to transfer or promotion during their probationary period.

**ARTICLE 5  
HOURS OF WORK**

**SECTION 5.1:**

The normal work week for full-time Employees shall be forty (40) hours per week as determined by the supervisor.

**SECTION 5.2:**

Overtime shall be paid at the rate of time and one-half (1½) for: all work performed in excess of eight (8) hours, excluding an unpaid one-half hour lunch period, in any one day or forty (40) hours in any one week. All overtime must have advance written approval from the supervisor.

**SECTION 5.3:**

When an Employee is called in to work at a District building by the Director outside his/her regular scheduled working hours he/she shall be paid a minimum of two (2) hours at time and one half his/her regular hourly rate of pay if the call-in is from Monday through Saturday and double his/her regular hourly rate on Sunday and or holidays. When an Employee is assigned work to be performed at home by the Director outside his/her regular working hours, he/she shall be paid a minimum of

designee shall render its decision in writing as soon as is practicable, but not later than ten (10) calendar days after the close of the hearing.

**4. Step 4: Arbitration**

- a. If the grievance is not satisfactorily resolved at Step 3, the Grievant may, within twenty (20) calendar days after submission of the Board's final disposition of the grievance to the Grievant, submit the question for arbitration to either the Connecticut State Board of Mediation and Arbitration. The decision rendered as a result of such arbitration shall be final and binding upon both parties in accordance with law. Any party submitting a question for arbitration shall provide the other party with contemporaneous notice of such submission.
- b. Any costs of the arbitration, except for either party's legal representation, shall be equally shared by the Board and the Union.
- c. The full legal rights of the parties in the courts shall not be restricted in any way by the provisions of this Article.
- d. The arbitrator shall not have the power to alter, amend, add to or deduct from the provisions of this Agreement.

**SECTION 6.3:**

The Union representative may be called in by the Employee in the handling of any dispute or grievance.

**SECTION 6.4:**

Any grievance not presented or moved to the next step by the Grievant within the timelines above outlined shall be deemed waived. If at any step in the grievance procedure, the responsible party fails to give its answer within the prescribed time, the grievance will automatically proceed to the next step, unless time is extended by mutual written consent of the parties.

**SECTION 6.5:**

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 6.6:**

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.

**SECTION 7.5:**

In the event of the death of an Employee, his/her pro-rated vacation pay shall be paid to the estate.

**SECTION 7.6:**

In the event of illness during an Employee's vacation period, the Employee shall be given an option of charging the sick days to sick leave, providing a doctor's certificate verifies illness.

**SECTION 7.7:**

When a holiday occurs during a regular vacation, said holiday shall not be charged against the Employee's earned vacation time. The Employee will be credited with another day of vacation.

**SECTION 7.8:**

Any unused, carried over vacation accrued as of the execution of this Agreement must be used during the term of this Agreement and no additional carryover will be allowed during this Agreement.

**ARTICLE 8  
SICK LEAVE**

**SECTION 8.1:**

Each employee shall accumulate paid sick leave at the rate of one and one-fourth (1-1/4) days 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 one and one-fourth (1-1/4) days per month up to a maximum level of accumulated sick leave days of ninety (90) days. 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 8.2:**

Each Employee shall be entitled to benefits for loss of time due to sickness or disability other than that for which the Employee is entitled to compensation under the Workers' Compensation Act.

**SECTION 8.3:**

Unused sick leave will not be paid out upon an Employee's death, resignation, retirement or any other method of termination of employment.

**SECTION 8.4: Sick Leave Accumulation:**

1. Sick leave shall continue to accumulate during leaves of absence with pay and during the time an Employee is on authorized sick leave or vacation time.

## ARTICLE 11 HOLIDAYS

### SECTION 11.1:

All Employees will receive thirteen (13) paid holidays as listed below:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day*
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Two (2) Floating Holidays**

\* Veterans Day will be a paid holiday for Employees when school is not in session; if school is in session on Veterans Day, Employees will receive a third (3<sup>rd</sup>) floating holiday in accordance with the provisions below.

\*\* Floating holidays must be scheduled with and approved in writing by the Employee's immediate supervisor in advance of taking the floating holiday.

### SECTION 11.2:

Whenever any of these holidays shall occur while an Employee is out on paid sick leave, he shall receive holiday pay for such holiday without charge to his sick leave account.

## ARTICLE 12 WAGES

### SECTION 12.1:

Wages shall be paid in the amounts and manner provided for in Appendix A of this Agreement.

### SECTION 12.2:

It will be mandatory for all Employees to request, in writing, for the Board to credit to such Employee's account all salary and wages in any bank which has agreed to directly accept direct wage deposits. Employees shall receive pay stub information in a paperless electronic format. Beginning in the 2018-2019 contract year, Employees will be paid twice per month (24 pays per year) in accordance with schedules set annually by the Board, if approved by the Wage and Hour Division of the State of Connecticut. (See, Appendix B)

- C. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to the IRC §49801 be mandated to take effect in during this Agreement that triggers the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Municipal Employees Relations Act. During such mid-term negotiations, the parties will reopen this Article of the contract for the purpose of addressing the impact of the excise tax. No other provisions of the contract shall be reopened during such mid-term negotiations.
- D. Family members/dependents shall be defined as per the insurance carrier's Summary Booklet.

**SECTION 13.2:**

- A. The Board may change carriers for any of the above insurance provided that the coverage and benefits are substantially equal to those currently offered, and that no such change shall result in any lapse of benefits. At least sixty (60) days prior to changing of carrier, the Board or its designee shall notify the President of the Union, and the parties will meet to discuss the proposed change.
- B. If the Board and the Union are unable to agree that the changes proposed are substantially equal within sixty (60) days from notice by the Board of its intention to change carriers, the matter, at the request of either party, shall be submitted to binding arbitration. Either party may request that such arbitration be expedited under the Rules of the American Arbitration Association for expedited arbitration. No change shall be implemented prior to the completion of arbitration, if required.

**SECTION 13.3:**

The Board shall maintain a "Section 125" salary reduction agreement which will be designed to permit exclusion from taxable income of the employee's share of dependent care and life insurance premiums to the extent allowable under the IRC.

**SECTION 13.4:**

The Board reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, mandatory out-patient elective surgery for certain designated surgical procedures and some or all of the requirements of the applicable insurance carrier.

**SECTION 15.4:**

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 15.5:**

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 15.6:**

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

**ARTICLE 16  
NO STRIKE OR LOCKOUT**

During the course of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work authorized by the Union; nor shall there be any lockout by the Board.

**ARTICLE 17  
MANAGEMENT RIGHTS**

**SECTION 17.1:**

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Ledyard in all its aspects including, but not limited to, the following:

**SECTION 17.2:**

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.



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.

**ARTICLE 19  
PENSION PLAN**

**SECTION 19.1:**

Employees hired prior to July 1, 2013 will continue to participate in the Town Retirement plan (defined benefits). Employees hired after July 1, 2013 will only be eligible to participate in the Town of Ledyard defined contribution plan.

**ARTICLE 20  
CONTRACT INTERPRETATION**

**SECTION 20.1:**

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 20.2:**

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

**ARTICLE 21  
DISCIPLINARY PROCEDURE**

No employee shall be discharged or otherwise disciplined without just cause.

**ARTICLE 22  
DURATION**

**SECTION 22.1:**

This Agreement shall be effective upon signing and shall continue and remain in full force and effect until June 30, 2020.

**SECTION 22.2:**

Negotiations for a successor agreement will be conducted in accordance with the Municipal Employees Relations Act, as from time-to-time amended.

**IN TESTIMONY THEREOF**, the parties hereunto have executed this Agreement this day and year first above written.

APPENDIX A

Wage Schedule

Employee	Position	2016-17	2017-18	2018-19	2019-20
50283 PERSON	Network Administrator	\$28.52	\$29.09	\$29.74	\$30.33
50278 ASH	Software/Data Project Manager	\$23.31	\$23.78	\$24.32	\$24.81
50286 VITZ	Software/Data Project Manager	\$23.31	\$23.78	\$24.32	\$24.81
50282 FLORES	Computer/Network Technician	\$23.31	\$23.78	\$24.32	\$24.81
50279 LAPRANT	Computer Technician	\$17.29	\$17.64	\$18.04	\$18.40
50280 SEI	Computer Technician	\$17.29	\$17.64	\$18.04	\$18.40
50738 E	Computer Technician	\$16.42	\$16.75	\$17.13	\$17.47
50695 E	Computer Technician	\$15.56	\$15.87	\$16.23	\$16.55
	GWI	2.00%	2.00%	2.25%	2.00%

## APPENDIX B

### Biweekly Payroll Calendar 2017-18

Straight	Holiday Corrected	Pay
Friday, July 07, 2017	Friday, July 07, 2017	1
Friday, July 21, 2017	Friday, July 21, 2017	2
Friday, August 04, 2017	Friday, August 04, 2017	3
Friday, August 18, 2017	Friday, August 18, 2017	4
Friday, September 01, 2017	Friday, September 01, 2017	5
Friday, September 15, 2017	Friday, September 15, 2017	6
Friday, September 29, 2017	Friday, September 29, 2017	7
Friday, October 13, 2017	Friday, October 13, 2017	8
Friday, October 27, 2017	Friday, October 27, 2017	9
Friday, November 10, 2017	Friday, November 10, 2017	10
Friday, November 24, 2017	Friday, November 24, 2017	11
Friday, December 08, 2017	Friday, December 08, 2017	12
Friday, December 22, 2017	Friday, December 22, 2017	13
Friday, January 05, 2018	Friday, January 05, 2018	14
Friday, January 19, 2018	Friday, January 19, 2018	15
Friday, February 02, 2018	Friday, February 02, 2018	16
Friday, February 16, 2018	Friday, February 16, 2018	17
Friday, March 02, 2018	Friday, March 02, 2018	18
Friday, March 16, 2018	Friday, March 16, 2018	19
Friday, March 30, 2018	Friday, March 30, 2018	20
Friday, April 13, 2018	Friday, April 13, 2018	21
Friday, April 27, 2018	Friday, April 27, 2018	22
Friday, May 11, 2018	Friday, May 11, 2018	23
Friday, May 25, 2018	Friday, May 25, 2018	24
Friday, June 08, 2018	Friday, June 08, 2018	25
Friday, June 22, 2018	Friday, June 22, 2018	26

## Appendix B

### Bimonthly Payroll Calendar 2019-20

Straight	Holiday/Weekend Corrected	Pay
Monday, July 01, 2019	Monday, July 01, 2019	1
Monday, July 15, 2019	Monday, July 15, 2019	2
Thursday, August 01, 2019	Thursday, August 01, 2019	3
Thursday, August 15, 2019	Thursday, August 15, 2019	4
Sunday, September 01, 2019	Tuesday, September 03, 2019	5
Sunday, September 15, 2019	Monday, September 16, 2019	6
Tuesday, October 01, 2019	Tuesday, October 1, 2019	7
Tuesday, October 15, 2019	Tuesday, October 15, 2019	8
Friday, November 01, 2019	Friday, November 01, 2019	9
Friday, November 15, 2019	Friday, November 15, 2019	10
Sunday, December 01, 2019	Monday, December 02, 2019	11
Sunday, December 15, 2019	Monday, December 16, 2019	12
Wednesday, January 01, 2020	Thursday, January 02, 2020	13
Wednesday, January 15, 2020	Wednesday, January 15, 2020	14
Saturday, February 01, 2020	Monday, February 03, 2020	15
Saturday, February 15, 2020	Tuesday, February 18, 2020	16
Sunday, March 01, 2020	Monday, March 02, 2020	17
Sunday, March 15, 2020	Monday, March 16, 2020	18
Wednesday, April 01, 2020	Wednesday, April 1, 2020	19
Wednesday, April 15, 2020	Wednesday, April 15, 2020	20
Friday, May 01, 2020	Friday, May 01, 2020	21
Friday, May 15, 2020	Friday, May 15, 2020	22
Monday, June 01, 2020	Monday, June 01, 2020	23
Monday, June 15, 2020	Monday, June 15, 2020	24

## Memorandum of Agreement

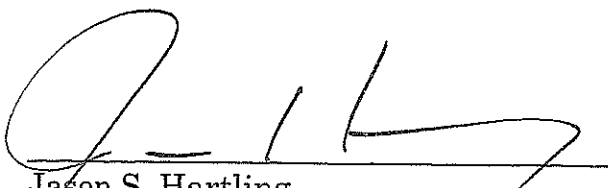
The undersigned Parties, the Ledyard Board of Education ("Board") and Local 1303 of Ledyard Information Technology Personnel Local 1303 of Council #4 AFSCME, AFL-CIO ("Union") (collectively referred to as the "Parties"), hereby acknowledge that the following terms of this Memorandum of Agreement ("Agreement") represents their understanding as it relates to the Board's payment of wages during the period from June 16, 2017 and July 7, 2017.

1. Notwithstanding any contrary language that may be contained in the 2016-20 collective bargaining agreement between the Parties ("CBA"), and in specific the language of Appendix C regarding the payroll calendars for the 2016-17 and 2017-18 contract years, the Board will distribute wages to the employees represented by the Union ("Employees") on June 30, 2017 and again on July 7, 2017, so that Employees will not be required to go three (3) weeks between payroll distributions. Wage distributions will be adjusted proportionally to preclude any overpayments as a result of the adjusted distribution schedule.
2. This Agreement shall be in effect for the single three (3) week payroll period enumerated in the CBA between June 16, 2017 and July 7, 2017. The existence of this payroll calendar modification in no way signals to Employees or obligates the Board to later agree that such option will be made available in any future year.
3. The Parties further understand and agree that this Agreement is not a modification to the CBA; nor is it precedent for or evidence regarding the interpretation of any provision of the CBA.

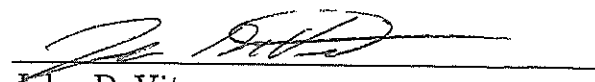
This Agreement constitutes the full and complete agreement between the Parties regarding the issue of the June 16, 2017 to July 7, 2017 payroll period and may not be amended except in writing signed by the Parties. Any matter dealt with herein shall supersede any conflicting terms in the CBA or any prior agreement, either written or oral, on this matter.

Dated this 25 day of January, 2017.

**LEDYARD BOARD OF EDUCATION**

  
Jason S. Hartling  
Superintendent of Schools

**LEDYARD INFORMATION  
TECHNOLOGY PERSONNEL  
LOCAL 1303 OF COUNCIL #4  
AFSCME, AFL-CIO**

  
John DeVito  
Staff Representative

## Memorandum of Agreement

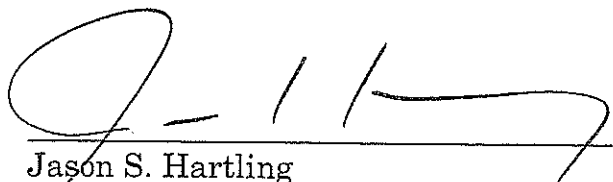
The undersigned Parties, the Ledyard Board of Education ("Board") and Local 1303 of Ledyard Information Technology Personnel Local 1303 of Council #4 AFSCME, AFL-CIO ("Union") (collectively referred to as the "Parties"), hereby acknowledge that the following terms of this Memorandum of Agreement ("Agreement") represents their understanding as it relates to the carryover of unused vacation days for employees covered by the 2016-20 collective bargaining agreement between the Parties ("CBA"), and in specific the language of Section 7.2 regarding requirements to use accrued vacation during the fiscal year in which it is earned.

1. Notwithstanding any contrary language that may be contained in the CBA, employees represented by the Union ("Employees") on July 1, 2016, who have at that time accumulated carryover vacation days will be allowed to maintain such days, but they must be utilized by said Employees no later than June 30, 2020. Any such Employees will not, however, be allowed to carry over additional unused vacation days beyond the level reached as of July 1, 2016. Unused carryover days as of July 1, 2020 will be forfeited.
2. The Parties further understand and agree that this Agreement is not a modification to the CBA; nor is it precedent for or evidence regarding the interpretation of any provision of the CBA.

This Agreement constitutes the full and complete agreement between the Parties regarding the issue of carryover of unused vacation days for employees covered by the 2016-20 collective bargaining agreement and may not be amended except in writing signed by the Parties. Any matter dealt with herein shall supersede any conflicting terms in the CBA or any prior agreement, either written or oral, on this matter.

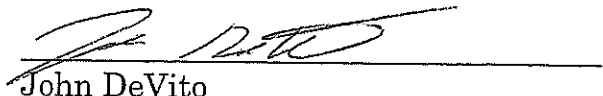
Dated this 25 day of January, 2017.

**LEDYARD BOARD OF EDUCATION**



Jason S. Hartling  
Superintendent of Schools

**LEDYARD INFORMATION  
TECHNOLOGY PERSONNEL  
LOCAL 1303 OF COUNCIL #4  
AFSCME, AFL-CIO**



John DeVito  
Staff Representative

# Memorandum of Agreement

The undersigned Parties, the Ledyard Board of Education ("Board") and Local 1303 of Ledyard Information Technology Personnel Local 1303 of Council #4 AFSCME, AFL-CIO ("Union") (collectively referred to as the "Parties"), hereby acknowledge that the following terms of this Memorandum of Agreement ("Agreement") represents their understanding as it relates to employees covered by the 2016-20 collective bargaining agreement between the Parties ("CBA") waiving health insurance coverage in exchange for the receipt of a stipend from the Board ("Insurance Stipend").

1. Notwithstanding any contrary language that may be contained in the CBA, employees represented by the Union ("Employees") on July 1, 2016, the following Employees, who elected to and began to receive the Insurance Stipend during the 2016-17 contract year may continue to elect to waive all health insurance benefits and, in lieu thereof, be remunerated in the amount of two thousand dollars (\$2,000) per year:
  - a. Pauline Ash
  - b. Marie Utz
  - c. Judith Elliott

Such remuneration shall be paid in equal installments twice per year, on or about the first payroll date in November and May of each contract year. No additional Employee will be eligible for such option. Employees eligible for and continuing to choose this option shall be able to revoke their option on July 1, for any reason, and/or at one other time during each year, if there has been a significant change in the Employee's circumstances, such as divorce, death of a spouse, *etc.*, which warrants such change in option. Such revocation must be presented, in writing, to the Business Manager at least sixty (60) days prior to the beginning of the month in which the change is to take effect. Upon receipt of the revocation of waiver, coverage by the insurer shall be subject to any regulations, including waiting periods, which may then be in effect and the revoking Employee shall cease to be eligible for any future Insurance Stipends. Waivers under this section are subject to the approval of the applicable insurance carrier.

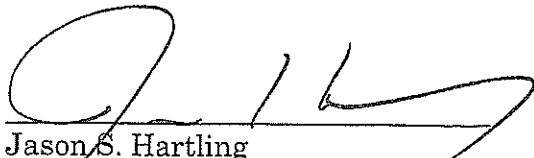
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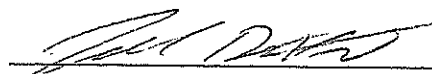
This Agreement constitutes the full and complete agreement between the Parties regarding the issue of the accumulation of sick leave for employees covered by the 2016-20 collective bargaining agreement and may not be amended except in writing signed by the Parties. Any matter dealt with herein shall supersede any conflicting terms in the CBA or any prior agreement, either written or oral, on this matter.

Dated this 25 day of January, 2017.

**LEDYARD BOARD OF EDUCATION**

**LEDYARD INFORMATION TECHNOLOGY  
PERSONNEL LOCAL 1303 OF COUNCIL #4  
AFSCME, AFL-CIO**

  
Jason S. Hartling  
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