

Original

COLLECTIVE BARGAINING AGREEMENT

CANTERBURY BOARD OF EDUCATION

AND

CANTERBURY CUSTODIANS,

MUNICIPAL EMPLOYEES UNION INDEPENDENT, INC.

JULY 1, 2019 – JUNE 30, 2022

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PREAMBLE

This agreement is made and entered into this ____ day of September 2019 by and between the Board of Education of the Town of Canterbury, hereinafter referred to as the "Board," and the Municipal Employees Union Independent, Inc., hereinafter referred to as the "Union."

ARTICLE I RECOGNITION

Section 1

The Board recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining on matters of wages, hours of employment, and other conditions of employment of custodians (hereinafter referred to as "employees") who work in the public school system of the Town of Canterbury.

Section 2

The Board agrees to inform the Union about the creation of new jobs that might be appropriately classed in the bargaining unit.

ARTICLE II MANAGEMENT RIGHTS

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 school system in all aspects, including but not limited to the following:

To maintain educational activities and programs as in its judgment will best serve the interests of the students;

To determine the type of work to be performed by the personnel;

To assign all work;

To decide the methods, procedures, and means of conducting the work;

To select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work with the requirements of the Board provided such rules and regulations are made known in a responsible manner to the employees affected by them;

To discipline, suspend, or discharge for just cause;

To promote, transfer, and lay off employees;

To decide the need for facilities;

To designate the schools or programs which shall be attended by the various students;

To prescribe rules for the management, studies, classification, and discipline for school programs;

In general, to control, supervise, and manage the operations of the school system and its staff under governing laws;

To establish or continue policies, practices, and procedures for the conduct of Board business and the management of its operations, and from time to time, to change or abolish such policies, practices, or procedures.

ARTICLE III UNION SECURITY AND RIGHTS

Section 1

Notice of New Hire/Orientation. The Board shall provide the Union with electronic notification of the name, job title, department, work location, phone number, home address, and email address, if available, of any newly hired employee within five (5) days of the date of hire.

Section 2

Upon receipt of a voluntary authorization, signed by the employee the Board agrees to deduct from the pay of such employee membership dues as may be fixed by the Union. Such deductions shall continue for the duration of the agreement or any extension thereof. An employee may withdraw from membership in the Union by giving written notice to the Union and the Board, which notice must be received or postmarked within the period of June 1 to June 15, inclusive, in any calendar year in which the agreement is in effect.

Section 3

The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues.

Section 4

The deduction of Union fees and dues shall be made during the applicable pay periods and shall be remitted to the financial officer of the Union not later than the third Thursday of the following month. The dues remitted to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made.

Section 5

The Board agrees to provide space on bulletin boards in each building under its supervision in which a member of the bargaining unit works, for the exclusive use of the Union.

Section 6

The Union representative and/or steward shall be permitted, with the permission of the building Principal or the Superintendent of Schools, to enter any of the schools for the purpose of discussing, processing, or investigating grievances or for filling the Union's role as bargaining agent in accordance with school policy. Any Union representative or steward who enters buildings must comply with all safety rules and procedures promulgated by the school and shall not interrupt the workforce or the delivery of educational services in any manner.

Section 7

The Board shall provide each employee with a hard copy or electronic copy of the collective bargaining agreement within thirty (30) days after the signing of this agreement. New employees shall be provided with a hard copy or electronic copy of this agreement. Any expenses shall be shared equally by the Board and the Union.

Section 8

The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints, and claims, including reasonable attorney's fees caused by or arising out of the administration or enforcement of this article.

Section 9

The custodians' unit may use school buildings without cost for the Canterbury Custodians' local bargaining unit meetings only, with advance notification to the principal/superintendent of the school and consistent with current Board policy and procedure with respect to use of school buildings.

Section 10

Conferences or meetings requested by management shall be scheduled during the workday. Any employee requested to stay beyond the workday will be compensated at the regular hourly rate.

ARTICLE IV NONDISCRIMINATION

All provisions of this agreement, except in the case of a bona fide occupational qualification or need, shall apply equally to all employees without discrimination based on race, color, creed or

religion, sex, sexual orientation, national origin, political affiliation, age, physical or mental handicap, or marital status.

ARTICLE V HOURS OF WORK AND OVERTIME

Section 1

Employees shall be compensated for all assigned work according to state statute.

- a. Straight time will be paid for hours worked up to and including forty (40) hours.

- b. All work authorized to be performed in excess of forty (40) hours per week shall be paid at time and one-half. Compensatory time, at the applicable rate, for hours worked may be taken in lieu of overtime pay, upon mutual agreement between the Superintendent and the employee. Compensatory time must be taken within thirty (30) days of being earned.

- c. Double time shall be paid for work on any of the fourteen (14) paid holidays and Sundays as established by this contract.

- d. The employer will survey employees to determine willingness to work overtime at both schools. Voluntary overtime will be distributed equally among volunteers on a rotational basis beginning each fiscal year.

When an employee refuses voluntary overtime, the hours offered shall be charged to the employee as if worked for equalization purposes.

An employee shall not be penalized for not volunteering for overtime work.

Overtime records shall be maintained by the Director of Facilities. Such records will be posted in an area convenient to the employees.

- e. All employees called in for extra duty after the normal work shift shall receive time and one-half for all hours worked, provided it is overtime for a minimum of two (2) hours.

- f. If, in the event of a crisis as determined by the Superintendent, an employee who is able to work overtime and refuses an order to do so will be subject to disciplinary action.

- g. All employees called in for emergency situations shall receive time and one-half for all hours worked outside of their regularly scheduled hours.

Section 2

- a. Except in emergency situations, employees shall receive two (2) weeks notice of a permanent or temporary shift change.

- b. When it becomes necessary to permanently reassign an employee involuntarily from one previously established shift to another, the employer shall select the employee with the least seniority in the job classification requiring the reassignment. An exception to the use of seniority may be made to meet exceptional operational needs of the employer such as in order to meet special skills requirements.

- c. When it becomes necessary to temporarily reassign an employee involuntarily from one previously established shift to another, the employer shall select employees by inverse seniority on a rotational basis, thereby avoiding the selection of the same employee for every temporary reassignment.

- d. On day-to-day assignments, when the employer seeks to fill the shift of an employee who is absent from work on the first shift, selection of employees shall be voluntary and by seniority on a rotational basis, thereby avoiding the selection of the same employee for such assignment, based on operational needs.

- e. An exception to the use of seniority in “c” and “d” above may be made to meet exceptional operational needs of the employer, such as in order to meet special skills requirements.

- f. Whenever an employee is asked to hold over for the evening shift in lieu of a substitute, that the employee shall be chosen based on seniority and equalized as much as possible.

Section 3

All employees working six (6) hours or more shall be entitled to a paid thirty (30) minute uninterrupted lunch. In addition, a full-time employee shall receive one (1) fifteen (15) minute break per day. Full-time employees are those who work forty (40) hours per week.

Section 4

New hires will be provided with a salary notification form within two (2) weeks of hire, plus a job description, if available.

Section 5

There shall be three (3) shifts at each school, first, intermediate and second.
The following shifts * reflect hours worked at each school.

CES - Elementary 6:30 a.m. – 2:30 p.m.
 2:30 p.m. – 10:30 p.m.
 3:00 p.m. – 11:00 p.m.

Baldwin - Middle 6:00 a.m. – 2:00 p.m.
 2:00 p.m. – 10:00 p.m.
 3:00 p.m. – 11:00 p.m.

* Management reserves the right to change shifts according to operational needs of the schools.
Management will make every effort to discuss the impact of schedule changes with the union.

ARTICLE VI SENIORITY

Section 1

Seniority, for the purpose of the agreement, is defined as the total length of an employee's most recent period of continuous full-time service with the Board, including all authorized paid leave, provided the employee returns to work immediately upon conclusion of such leave. Seniority and seniority rights will not be accrued during an unpaid leave of absence or layoff, but such rights will not be lost by the employee because of such leave.

Section 2

A seniority list shall be furnished to the Union annually on or about October 1 of each year, and unless mistakes are brought to the attention of the Superintendent of Schools within thirty (30) days, the list shall be considered conclusive. Upon completion of their probationary period, new employees shall be added to this list.

Section 3

No employee shall obtain seniority or other rights under the agreement until he/she has been continuously on the payroll of the Board for a period of ninety (90) calendar days. After sixty (60) days new employees shall be eligible for health insurance benefits as set forth in Article 14, upon the first day of the following month. Until expiration of such period, he/she shall be on probation and may be terminated by the administration in its sole discretion for any reason whatsoever, and neither the employee, nor the Union on his/her behalf, shall have recourse to the grievance or arbitration provisions of this agreement. An employee, after completion of his/her probationary period, shall acquire seniority commencing on the date of his/her employment.

Section 4

Seniority shall terminate:

- a. Upon voluntary resignation or retirement
- b. Upon discharge
- c. Upon the expiration of recall rights after two (2) years of layoff, or refusal of recall opportunity.

Section 5

An employee hired to fill a position of an employee on leave and who is subsequently hired into that regular position (with no break in service) will have his/her seniority count from the initial date of hire. This section does not supersede Section 3 of this article regarding the probationary period.

ARTICLE VII VACANCY

Section 1

Job vacancy is defined as an opening or a new position that might be appropriately classed in the bargaining unit.

Section 2

The matter of filling job vacancies covered by this agreement shall be solely within the control of the school administration in accordance with the terms of this section. When two (2) or more applicants are substantially equal in qualifications, in the reasonable judgment of management, the applicant with the greatest seniority shall be appointed to the position.

Section 3

All job openings covered by this agreement shall be posted for five (5) working days of the vacancy so created. Postings shall be in each school for five (5) working days and the Union shall be notified of the vacancy by mail.

Section 4

Employees desiring to bid on the job shall file an application in writing within the posting time limit.

Section 5

In filling vacancies consideration shall be given first to the present staff on the basis of seniority provided the employee is qualified for the position. The Board retains the right to fill positions outside the unit and the system if no qualified employee from within applies.

Section 6

If an employee is hired from outside the workforce, the Board will notify the Union at the time of the appointment of the employee.

Section 7

Employees who desire another assignment shall file a written statement of such desire with the Superintendent.

ARTICLE VIII LAYOFF AND RECALL

Section 1

Whenever a workforce reduction or a reduction in hours is required, the reduction shall be made in the following manner: bargaining unit employees shall be the last group laid off or have the hours reduced in inverse order of seniority provided all the qualifications, as called for in the job description, are substantially equal.

Section 2

In the event an employee refuses to return to work when recalled, his/her seniority will be considered lost, and he/she will no longer be considered eligible for recall. Notice of recall shall be sent to the last known address of the employee, at least five (5) calendar days before he/she must begin work.

Failure to respond to a recall notice within five (5) days of receipt shall be considered a refusal of recall. All rights under this article shall terminate upon refusal of recall. Employees on a recall list shall notify the personnel department of any address changes.

Section 3

An employee who has been laid off and subsequently rehired within the recall period shall have his/her sick leave, seniority, and step placement restored.

Section 4

A laid-off individual's name shall be placed on a recall list for a period of two (2) years subject to a recall in order of seniority, from highest to lowest. The laid-off individual shall have the right to be recalled if a position shall become vacant. The choice of employee to be rehired shall be

based upon seniority, provided the employee can, in the judgment of the Superintendent of Schools, satisfactorily perform the work available.

An individual who declines an offer of re-employment shall forfeit recall rights. Failure to respond in writing to a notice of an opening within ten (10) working days after the mailing thereof shall be deemed to be a refusal to accept reemployment.

Returning individuals must return to work within ten (10) calendar days from the date of the response of the notification. The failure to return to work within the ten (10) day period shall be deemed a refusal to accept employment.

Section 5

In the event of a budgetary problem necessitating the possible layoff of employees, the Board will notify the Union prior to any notification of employees. The employee being terminated shall be notified in writing at least two (2) weeks before the layoff, whenever possible.

ARTICLE IX PERSONNEL RECORDS

Section 1

An employee covered hereunder shall, upon his/her request, be permitted to examine and copy any and all materials in his/her personnel file. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee.

Section 2

No written evaluations, written warnings, reprimands, or notice of other disciplinary action of an employee shall be placed in his/her personnel file without notice to the employee. Delivery of a copy to an employee marked "cc: Personnel File" shall be adequate notice.

Section 3

An employee may attach a comment to an evaluation which he/she disagrees with, which will be kept in the personnel file.

ARTICLE X SICK LEAVE

Section 1

Employees shall receive 1.25 sick days per month up to 15 days per year with a maximum accrual of ninety-five (95) days. Employees who begin work after July 1 shall receive their sick days prorated. Employees who work less than forty (40) hours per week shall have their sick

time prorated. Each employee shall be notified of his/her accumulated sick leave by letter in July of each school year.

Section 2

Sick leave will be charged in half-day increments only and the supervisor must be notified, via text, email, or phone.

Sick leave may be used in the following cases:

- a. personal illness;
- b. enforced quarantine of the employee in accordance with community health regulations;
- c. to meet emergency dental or medical appointments with the approval of the supervisor. Sick days are charged in half-day increments.
- d. up to ten (10) days per year for illness of a member of the immediate family or a family member living in the employee's home, and that requires the employee's presence. Immediate family shall include the following members only: spouse, parent, step-parent, child, step-child, brother, sister, or a family member living in the employee's home.

Section 3

Any consecutive sick leave of three (3) or more days may require a physician's note. Employees whose attendance illustrates a pattern of abuse may also be required to obtain a physician's note. The burden of proof for an illustrated pattern of sick time abuse will rest with the Superintendent or his/her designee. Failure to furnish a physician's note will result in disciplinary action.

Section 4

Employees will be allowed to use sick or other accrued time while awaiting workers' compensation payments. The workers' compensation payment check will be used to reimburse the district for the time used by the employee.

Section 5

Separation of Service. Upon completion of a minimum of ten (10) years of continuous service with the Board, and if the total of years of service plus the person's age equals at least sixty (60), she/he or the legal representative of her/his estate, shall be compensated at the employee's applicable wage rate for thirty-five percent (35%) of the total accrued and unused sick leave.

LEAVE PROVISIONS

Section 1 - Personal Leave

Employees may be allowed up to a total of four (4) days of absence without loss of pay and without deductions from sick leave for personal business that cannot be transacted outside of regular work hours, legal obligations, or religious holidays. Personal days are not cumulative. Personal leave may be used as follows:

- a. Days may not be taken in continuous manner except with the approval of the Superintendent.
- b. If an employee has an emergency and receives permission from his/her supervisor to leave during work hours, with the supervisor's permission, the employee may make up the missed hours at a time approved by the supervisor within the same pay period. The employee must indicate the reason for which the leave is being taken.
- c. Except in cases of emergency, an employee requesting personal leave must notify her/his supervisor in writing at least two (2) school days prior to taking such leave. In an emergency, an employee requesting leave must leave a message for their supervisor prior to the start of the school day (8:30 for 1st shift 3 pm for 2nd shift). Exceptions shall be made in extenuating circumstances. Written documentation from a professional will be required, demonstrating the need for the emergency leave.
- d. Personal leave will not be used to extend vacations or holidays except in extraordinary circumstances and only with the approval of the Superintendent.
- e. Other days without salary deduction in cases of emergency or hardship may be granted at the discretion of the Superintendent.
- f. Absences for any reason not covered by the above provisions and permitted by the Superintendent shall result in loss of wages for each day not worked. Such absences shall be reviewed on a case-by-case basis.

Section 2 - Leaves for Temporary Disability

Whenever employees are disabled because of illness, injury, or reasons of maternity, they are contractually entitled to accumulated sick leave for the period of actual disability.

Following childbirth or other medical procedure, medical documentation of the duration of the disability shall be required. When an employee is considered able to return to work, she/he shall provide documentation indicating the date said employee may resume work.

For sick leave of greater than three (3) days' duration if in the judgment of the Superintendent or her/his designee there is evidence of sick leave abuse, a physician's statement verifying an employee's illness may be required.

Section 3 - Bereavement Leave

- a. In the event of a death in the immediate family of the employee, such employee shall receive five (5) consecutive work days' absence with pay.
- b. In exceptional cases, additional time may be granted by the Superintendent of Schools. Such time shall be paid leave and will be at the sole discretion of the Superintendent.
- c. Immediate family is defined as husband, wife, father, stepfather, mother, stepmother, sister, stepsister, brother, stepbrother, grandparent, father-in-law, mother-in-law, sister-in-law, brother-in-law, child, or stepchild, or any relative who is a member of the employee's household.

Section 4 - Military Leave

Military leave shall be granted in accordance with Connecticut law.

Section 5 - Jury Duty

An employee shall notify his/her supervisor upon receipt of the notice of jury call. Employees shall be entitled to full pay at their base rate for absence because of the jury duty, less the fee paid with respect to such jury paid. In order to be eligible for full pay, an employee who is dismissed from jury duty before 12:00 p.m. shall return to work.

Section 6 - Leaves of Absence

Upon exhaustion of sick leave, an employee may request an unpaid leave of absence. Such leave may be granted by the Board, with the position held for up to sixty (60) days. If the employee needs additional time, the Board may, at its discretion, grant additional leave and offer the employee a position with equal hours and pay when the employee is able to return.

ARTICLE XII VACATION

Section 1

All full-time twelve (12) month custodians, covered under the terms of this agreement, shall annually be entitled to vacation time as follows:

0-2 years service - One (1) week vacation. In the first year of employment, at least six (6) months of service prior to July 1 shall be required for an employee to advance on the vacation schedule.

3-5 years service - Two (2) weeks

6-11 years service - Three (3) weeks

12+ years service - Four (4) weeks

Section 2

For determination of vacation time, years of employment with the Board shall be counted. The vacation year will begin July 1, and employees who start work after July 1 will have their vacation time prorated.

Section 3

The vacation schedule will be set, whenever possible, by mutual agreement between the Superintendent and the employee, except that seniority within the bargaining unit will govern in case of conflicts between the employee's selection and the schedule requirements. If, however, the work schedule cannot be resolved through seniority, the Superintendent will have the final determination with respect to vacation scheduling. Generally, no more than two (2) employees shall be on vacation at one time, however, when there is no school scheduled for the following workday, excluding 1 day holidays, there shall be no limit to the number of employees on vacation, except under extenuating circumstances.

Section 4

Vacation time cannot be carried beyond the conclusion of the fiscal year.

Section 5

Vacation time must be submitted to the Supervisor 3 days prior to start of vacation.

Except in cases of emergency, an employee requesting vacation time must notify her/his supervisor in writing at least two (2) school days prior to taking such leave. In an emergency, an employee requesting leave must leave a message for their supervisor prior to the start of their shift. Exceptions shall be made in extenuating circumstances. Upon request an employee shall provide documentation demonstrating the need for the emergency leave.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 1

A “grievance” shall mean a claim by the Union, an employee or a group of employees covered by this agreement that his/her rights under the specific language of this agreement have been violated or that there has been a misinterpretation, or misapplication of a specific section of this agreement. It is understood and agreed that handbooks, Board policy manuals, or excerpts thereof are not, nor can they be construed, to be part of this agreement. It is understood and agreed that handbooks, Board Policy manuals, or excerpts thereof are not, nor can they be construed, to be part of this agreement.

A “grievant” is the Union or a member or the members of the bargaining unit who are allegedly affected by the claim.

“Days” shall mean working school days, except after school closes for the school year, and “days” shall then mean workdays, Monday through Friday, excluding holidays.

Section 2

A grievance shall be processed in accordance with the procedure herein. A grievance filed at any level of this procedure must be in writing and must contain the following information:

- a. The name of the grievant;
- b. A statement of the nature of the grievance;
- c. A statement of the provisions of the contract allegedly misinterpreted, violated, or misapplied; and
- d. The remedy requested.

Section 3

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which 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.

Section 4 – Time Limits

- a. A grievance shall be deemed waived unless submitted, as provided for herein, within fifteen (15) working days after the occurrence of the action giving rise to the grievance.
- b. If the time limits for submission to the next step are not met by the grievant, the grievance shall be presumed settled. If the employer does not meet the time limits, the

grievance will be automatically processed at the next step. Extensions may be afforded either party by mutual consent in writing.

Section 5

Step 1 – Supervisor

If an employee feels that she/he may have a grievance, she/he may first discuss the matter with the supervisor in an effort to resolve the problem informally. If the grievant is not satisfied with such informal discussions, she/he shall reduce the grievance to writing and submit it within the time limit of Section 1 to the supervisor. The Supervisor shall respond to the grievance in writing within ten (10) working days from the date the grievance was submitted.

Step 2 – Superintendent of Schools

If the grievance is not resolved at Step 1 or if no decision is rendered within ten (10) working days of the filing at Step 1, the grievant shall within five (5) working days from the receipt of the decision or the expiration of the time limit for rendering a decision, whichever is sooner, file the written grievance with the Superintendent or designee.

The Superintendent or designee may, within ten (10) working days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance. The Superintendent or designee shall, within five (5) working days after the meeting, or in the event no such meeting is held, within fifteen (15) working days after receipt of the grievance, render her/his decision and reasons in writing to the grievant with a copy to the Union president.

Step 3 – Board of Education

If the grievance is not resolved at Step 2, or if no decision is rendered within five (5) working days after a meeting at Step 2, or in the event no such meeting is held, within fifteen (15) working days after presentation of the grievance at Step 2, the grievant shall within (5) working days from receipt of the decision or the expiration of the time limit for rendering a decision, whichever is sooner, file the written grievance with the Board, with a copy to the Superintendent.

The Board or a committee thereof may schedule, at its discretion, a meeting to consider the grievance. The meeting, if any, shall be scheduled within twenty (20) working days of receipt of the written grievance. If the Board does not schedule a meeting, the grievant will be so notified within ten (10) days of receipt of the grievance. The Board or a committee thereof shall, within 10 working days of the meeting, or in the event no such meeting held, within twenty (20) working days of receipt of the written grievance, render its decision in writing to the grievant, with a copy to the Union president.

Step 4 – Arbitration

If the Union is not satisfied with the disposition of the grievance at Step 3, it may, within fifteen (15) working days from when the decision is rendered, submit the grievance to arbitration with

the American Arbitration Association (AAA) or with a mutually agreed upon arbitrator selected by the parties. If no mutually agreed upon arbitrator can be selected within thirty (30) days from the application for the arbitration step by the Union, the grievance will be submitted to AAA in accordance with its rules. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to add to, modify, amend, subtract or eliminate any provision of this agreement by the arbitration award. The arbitrator shall be bound by and must comply with all the terms of the collective agreement. The parties shall share equally the costs of the arbitration.

Section 6

Any time limits specified within this Article, except for the initial filing of the grievance, may be extended by written mutual agreement of the Union and the Board. If a grievance is not submitted to a higher step under the timelines and procedures set forth herein, it shall be deemed settled on the basis of the Board’s answer in the last step considered.

**ARTICLE XIV
INSURANCE BENEFITS**

Section 1

The Board shall provide custodians, regularly scheduled to work more than 30 hours per week, with the following benefits:

- a. A High-Deductible Health Plan with HSA
- b. Group Life Insurance for employee only, in the amount of \$30,000 with accidental death and dismemberment rider.
- c. Short-term disability \$100 per week for twenty-six (26) weeks (employees only). This is a short-term disability plan that pays employees on the first calendar day for a non-work related accident. If the employee is sick, the plan pays after the eighth calendar day out sick, provided the employee exhausts accrued sick leave.

The Board shall provide a High Deductible Health Insurance Plan (HDHP) with the following components:

	In-Network	Out-of-Network
Annual Deductible	\$2,000 / \$4000	
Co-Insurance	NA	20% after deductible up to co-insurance

		maximum
Out-of-pocket maximum	\$2,500/\$5,000	\$5,000/\$10,000
Lifetime maximum	Unlimited	Unlimited
Preventative Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	100% coverage after deductible	

In year one of the contract, the Board will fund seventy-five percent (75%) of the applicable HDHP deductible amount, in year two (2) and three(3), the Board will fund fifty percent (50%) of the applicable HDHP deductible amount. The Board’s contribution toward the HSA deductible will be deposited into the HSA accounts on the 1st payroll of July of each school year.–The parties acknowledge that the Board's contribution toward the funding of the HSA is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible will be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

Section 2

Employees shall pay the following percentages for the following insurance plans:

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
HDHP	13%	13%	14%

Premium cost sharing shall be made through payroll deductions for all pay periods. Employees shall complete the appropriate forms for such deduction in order to receive insurance benefits.

The Board will fund fifty percent (50%) of the applicable HSA deductible amount for full-time employees. The Board’s contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the Board’s payroll dates. The parties acknowledge that the Board’s fifty percent (50%) 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 will be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Section 3

The Board maintains the prerogative to change insurance carriers with three (3) weeks advanced notice to the Union, providing the new plan's benefits are comparable, but not significantly less than, the current plan's benefits.

Section 4

Subject to law, including the rules and regulation of the Internal Revenue Service, the Board shall maintain a Section 125 salary reduction program which shall be designated to permit exclusion from taxable income of the employee's share of health insurance.

Section 5

Employees may elect to carry health insurance upon retirement at group rates at their own expense as long as the carrier agrees.

Section 6

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-48) 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 be mandated to take effect during the duration of the contract potentially triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with MERA. During such mid-term negotiations, the parties will re-open Article XIV (Insurance), including any related insurance Appendices of the current collective bargaining Agreement, for the purpose of addressing the impact of the excise tax. No other provision of the Agreement shall be re-opened during such mid-term negotiations.

**ARTICLE XV
WAGES**

Section 1

The hourly wage schedule for custodians shall be as follows:

	2019-2020	2020-2021	2021-2022
Step 1 (0 - 3 yrs)	\$19.10	\$19.49	\$19.88
Step 2 (4 - 6 yrs)	\$19.48	\$19.87	\$20.27
Step 3 (7 - 12 yrs)	\$19.88	\$20.28	\$20.68

Step 4 (12+ yrs)	\$20.38	\$20.79	\$21.20
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In the first year of employment at least six (6) months of service prior to July 1 shall be required for an employee to advance on the wage schedule.

Section 2

A Head Custodian will be in charge during the evening shift. He will receive an annual stipend over 22 pay periods. During the summer months, the Head Custodian will work as an assistant to the Director of Facilities.

Head Custodian shall receive an annual stipend, that will increase by the amount equal to the contractual wage increase paid in 22 pay periods, the starting base shall be \$3,000 from the '12-'13 contract year.

The award of the stipend is subject to receiving a positive evaluation of the position. Such evaluation will be based upon goals established by the head custodians, principals, and superintendent.

Section 3

When a custodian is designated as head custodian in the absence of the regular head custodian for a period of more than one week, he will receive a stipend at the same rate as the head custodian prorated for the time served in that position that is over one week.

**ARTICLE XVI
DISCIPLINARY ACTION**

Section 1

Suspension or termination shall only be permitted for Just Cause

Section 2

An employee who is to be questioned regarding discipline which is likely to result in Discipline will be notified of the right to bring a Union steward or staff representative to the meeting.

Section 3

If, during a meeting with management, an employee believes and management confirms that the direction of the questioning is likely to lead to discipline, the meeting will be terminated until the first available union representative can be present, unless the employee declines the representation

Section 4

The Union shall be notified in writing whenever an employee is suspended, discharged, or demoted. Such notification shall be made to the Union offices as concurrently as possible with the discipline.

**ARTICLE XVII
SAVINGS CLAUSE**

Section 1

If any section, sentence, clause, or phrase of this agreement shall be held for any reason to be inoperable, void, or invalid, the validity of the remaining portions of this agreement shall not be affected thereby, it being the intention of the parties in adopting this agreement that no portion thereof or provisions herein shall become inoperative or fail by reasons of invalidity of any other portion or provisions, and the parties do hereby clear that it would have severely approved and adopted provisions contained herein, separately and apart from the other.

**ARTICLE XVIII
AMENDMENT**

Section 1

This agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Union, which amendment shall appended hereto to become a part thereof.

Section 2

This agreement contains the full and complete agreement between the Board and the Union and, except as otherwise specified herein, neither party shall be required during the term hereof to negotiate on any issue, whether it is covered or not covered in this agreement. Hoverer, the parties may mutually agree to such negotiations.

Section 3

The Board and the Union mutually agree to abide by all municipal, state, and federal laws, regulations, and statutes relative to employee protection, safety, and health, Freedom of Information, and collective bargaining statutes.

**ARTICLE XIX
HOLIDAYS**

Section 1

Full-time employees are entitled to fourteen (14) paid holidays per year as follows:

Labor Day
Columbus Day

New Year's Day
Martin Luther King Day

Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Christmas Eve*

Memorial Day
Independence Day
Good Friday
President's Day
Floating Holiday**

* if Christmas Eve falls on a school day, then it becomes a floating holiday.

** Floating Holidays will be mutually agreed upon by the Union and Superintendent or designee and determined at least 2 days prior to use. An employee requesting a floating holiday must notify her/his supervisor in writing at least two (2) days prior to taking such leave.

***Employees-are encouraged to work the day before and the day after the Holiday to be paid for the Holiday; an approved vacation day, when used, is counted as "worked". Abuse of this article may lead to disciplinary action.

Section 2

State statute shall be used to determine the day on which the holiday is celebrated.

Should school be held on a holiday listed in section 1 above, the holiday will be replaced by a floating holiday as designated by the Board of Education.

Section 3

Whenever any of these holidays shall occur while an employee is out on sick leave, the employee shall be paid for the holiday at his/her earned rate, and his/her sick leave shall not be charged for that holiday.

ARTICLE XX EMPLOYEE EXPENSE

Section 1

Employees who are authorized in advance to use their own vehicles for school business shall be entitled to compensation at the rate of reimbursement established by the IRS.

Section 2

Employees will not be obligated to use their cars to transport children.

Section 3

Upon approval of the Superintendent and subsequent receipt of a passing grade, an employee may be reimbursed up to a maximum of two hundred fifty dollars (\$250) per year of his/her educational expenses. Reimbursable expenses shall include tuition, fees, and books. Approval shall be granted only if the Superintendent finds that the course is beneficial to the employee's

position and if the school budget can meet such expense. Employees who do not receive approval for educational reimbursement shall not have access to the grievance procedure.

Employees wishing to apply for such reimbursement shall apply in writing, in advance of enrollment in such a course, to the Superintendent. Such applications must include: a recommendation from the employee's Principal or supervisor for such a course, the name of the school or college, course name, class information, and detailed information of how such a course will upgrade the skills and/or knowledge necessary for performing the employee's job. Approval or disapproval will occur within ten (10) calendar days after the employee's request.

ARTICLE XXI JOB DESCRIPTION

Section 1

The Board shall notify the Union about the content of any new job descriptions within the bargaining group after they are written but before they are implemented.

ARTICLE XXII SAFETY

Section 1

The Union and the Board recognize that too great an emphasis cannot be placed upon the need for safe and healthy working conditions. The parties shall mutually strive to improve such conditions. The Board shall maintain safe and healthy working conditions. Employee routes shall be established.

Section 2

The use of protective boots, gloves, safety glasses and noise reduction equipment is required of all employees, when applicable and will be provided.

Section 3

Whenever school is not in session, including snow storms, no custodian shall work alone on school grounds. There will always be two custodians/ directors within the district.

ARTICLE XXIII UNION BUSINESS LEAVE

Two (2) personal leave days shall be available to the bargaining unit to use for Union business each year. Union business leave taken as personal leave may not exceed three (3) days total for

the entire bargaining unit per year. In order to take personal leave under this article, a note from the Union steward will be required with the request for leave.

**ARTICLE XXIV
ANNUITY**

An amount equal to two-percent (2%) of each full-time employee's annual salary shall be paid by the Board into a tax-sheltered annuity of the employee's choice. This amount will be paid as earnings and deducted as a tax-sheltered annuity. It is the responsibility of the employee to designate an agent and provide documentation to the payroll department.

**ARTICLE XXV
DURATION**

Section 1

The Board and the Union agree that this agreement shall be in full force and effect from July 1, 2019 through June 30, 2022 provided that on or before one hundred and twenty (120) days before the expiration of this contract, the parties shall begin negotiations for a successor contract. This agreement shall remain in full force and effect during the period of negotiations.

Section 2

Either party may notify the other party of its desire to bargain collectively with respect to the successor agreement; however, neither party shall be obligated to take part in any such collective bargaining prior to March 1, 2019.

IN WITNESS THEREOF, the parties hereto have set their hands this 22 day of Oct., 2019

For the Board of Education

For the Union

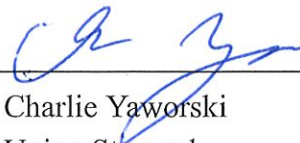


Nancy Duvall
Board of Education Chair

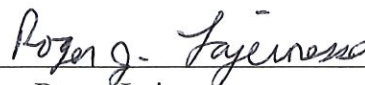
Date



Theo Horesco, MEUI
Representative



Charlie Yaworski
Union Steward



Roger Lajuennese
Union Steward