

COLLECTIVE BARGAINING AGREEMENT

Brookfield Board of Education

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
LOCAL 424 – UNIT 138**

BROOKFIELD BOE CUSTODIANS

July 1, 2023 to June 30, 2026

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	GENERAL	1
ARTICLE III	BOARD OF EDUCATION RIGHTS.....	1
ARTICLE IV	UNION SECURITY	1
ARTICLE V	NON-DISCRIMINATION	2
ARTICLE VI	UNION MEETINGS ON SCHOOL PROPERTY	2
ARTICLE VII	VISITATION CLAUSE	2
ARTICLE VIII	EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS.....	2
ARTICLE IX	NO STRIKE/NO LOCKOUT	3
ARTICLE X	HOURS AND WORKING CONDITIONS.....	3
ARTICLE XI	SALARY, PAY RATES & LONGEVITY.....	4
ARTICLE XII	TRAVEL ALLOWANCE	4
ARTICLE XIII	GRIEVANCES	4
ARTICLE XIV	INSURANCE BENEFITS	6
ARTICLE XV	FAMILY AND MEDICAL LEAVE	8
ARTICLE XVI	SICK LEAVE, WORKERS' COMPENSATION, PAID TIME OFF AND BEREAVEMENT	8
ARTICLE XVII	HOLIDAYS	10
ARTICLE XVIII	JURY DUTY	10
ARTICLE XIX	LEAVES WITHOUT PAY.....	11
ARTICLE XX	PENSION PLAN	11
ARTICLE XXI	RETIREMENT BENEFIT.....	11
ARTICLE XXII	RESIGNATIONS	12
ARTICLE XXIII	SEVERABILITY	12
ARTICLE XXIV	TERMINATION/DISCIPLINE.....	12
ARTICLE XXV	SENIORITY	12

ARTICLE XXVI	LAY OFF	12
ARTICLE XXVII	RECALL	13
ARTICLE XXVIII	VACANCIES AND/OR NEW POSITIONS.....	13
ARTICLE XXIX	PERFORMANCE EVALUATION	13
ARTICLE XXX	CONTRACT DURATION	13
ARTICLE XXXI	HOLDOVER CLAUSE	13
APPENDIX "A"	Salary Schedule.....	15

CUSTODIAL AGREEMENT

ARTICLE I - RECOGNITION

- A. The Brookfield Board of Education (the Board) hereby recognizes the United Public Service Employees Union (UPSEU), Local 424, Unit 131("Union") as the exclusive bargaining agent for the Brookfield School Custodians who are employed by the Board at least twenty (20) hours per week, for the purpose of collective bargaining on matters of wages, hours of employment and other conditions of employment. Said recognition is in keeping with Connecticut State Board of Labor Relations under the recognition agreement signed on February 2, 1987 under Case No. 10,362 and February 15, 2023 under Case No. 34,897.
- B. The Union accepts such recognition and agrees to represent equally all employees without regard to membership or participation in, or association with, the activities of the Union or any other employee organization and to continue to admit to membership without qualification other than payment of dues and employment by the Board.
- C. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of work in the school district and provide for orderly professional negotiations between the Board and the Union and secure prompt and fair disposition of grievances so as to promote a good influence upon the operation of the school program.

ARTICLE II - GENERAL

Whenever the female form or the masculine form of any pronoun is used in this Agreement, it is understood that the reference includes both female and male.

ARTICLE III - BOARD OF EDUCATION RIGHTS

- A. The Union recognizes 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 Brookfield in all its aspects, including but not limited to the following: to assign all work to employees or other persons; to select, hire, demote and promote employees; to transfer and layoff employees; to determine work schedules and hours of work; to establish and continue policies, practices and procedures for the conduct of business and the management of operations; and, from time to time, to change or abolish such policies, practices or procedures. These rights, responsibilities and prerogatives shall not be exercised in a manner inconsistent with or in violation of the specific terms or provisions of this Agreement.
- B. The Board agrees that outside contractors shall not be utilized to perform any work designated to employees within the bargaining unit for the duration of this contract.

ARTICLE IV - UNION SECURITY

- A. All employees who are covered by this Agreement may become a member of the Union.
- B. The Board agrees to deduct from the wages of all employees covered herein who authorize such deductions in writing from their wages such membership dues as may be fixed by the Union. The Board will remit to the Union amounts collected.

- C. The Union shall indemnify and hold the Board harmless against any liability, claim or cost, excluding reasonable attorneys' fees, which may arise by reason of action taken by the Board in complying with the provisions of this Article.
- D. The Board shall supply the Union at reasonable times at the request of the Union with a list of all employees in the bargaining unit, showing their dates of hire, job classifications and titles, rates of pay, list of new employees, and dues deductions. The Board shall provide the UPSEU Labor Relations Representative in writing via email within ten (10) days from the first day of employment or upon Union request the following information as it relates to new hires: (1) first & last name; (2) work location/department; (3) pay rate (4) work phone number; (5) work email address; and (6) home address.
- E. In the event that Agency Fee union deductions become permissible by State and/or Federal law, the parties agree that the Board shall deduct the designated Agency Fee amount as provided in writing by UPSEU. The parties further agree that such Agency Fee union deductions shall be remitted to UPSEU either weekly, bi-weekly, or on a monthly basis.
- F. The Union shall be provided an opportunity to meet new employees during the first month of a new hire's appointment either on employee time, or for such new employees who have a paid lunch, at a convenient time during the workday, but shall not exceed thirty (30) minutes.

ARTICLE V - NON-DISCRIMINATION

The Board shall not discriminate against employees in ways prohibited by federal and state employment and labor laws. This Article shall not be subject to the arbitration provision of this Agreement.

ARTICLE VI - UNION MEETINGS ON SCHOOL PROPERTY

The Union may call meetings in each school before or after school or during lunch whenever necessary, provided that such meetings are approved in advance by the Superintendent of Schools or his designee and do not conflict with other scheduled school activities or programs or interfere with school operations.

ARTICLE VII - VISITATION CLAUSE

A duly authorized officer or union representative may secure permission to enter the Board's premises for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to. The union representative shall request such a visit from the Superintendent of Schools or his designee but shall in no way interfere with the normal operation and procedure of business.

ARTICLE VIII - EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS

- A. Employees desiring to review their official personnel file will be permitted to do so by making a request in writing through Human Resources.
- B. The employee will be afforded the opportunity to put on record any statement he/she wishes to make about information contained in the employee's personnel file.

ARTICLE IX - NO STRIKE/NO LOCKOUT

Pursuant to Section 7-467 of the Connecticut General Statutes (Municipal Employees Relations Act), all employees included in this Agreement shall not hinder the Board's operation by strike or work stoppage and the Board shall not pursue lock-out tactics in any part of its operation.

ARTICLE X - HOURS AND WORKING CONDITIONS

- A. The normal work day for all employees shall be eight (8) hours which shall not include a one-half hour unpaid lunch period. Where annual salaries are used as examples in the Agreement, they are based on 2,080 hours. Summer work hours shall be determined at the discretion of the Facilities Supervisor.
- B. All employees shall be entitled to a lunch period not to exceed one-half (1/2) hour and the time of said lunch period shall be designated by the Business Manager or his designee. Any such lunch period of thirty (30) minutes shall not be considered part of the (8) hour work day. All employees working (8) eight hours shall be entitled to two (2) fifteen (15) minute coffee breaks. Coffee breaks are not to be taken adjacent to other breaks, including coffee or lunch breaks, and may not be taken during the first or last hour of the work shift.
- C. The base hourly rate assigned to a step within a classification will be used for the payment of all hours worked except as noted herein.
 - 1. An additional \$.60 (sixty cents) per hour will be paid only to custodians on the Custodian salary scale who are assigned to a late shift commencing after 12:00 noon, for such hours as correspond to normal work hours.
 - 2. For hours worked over forty (40) hours per week, time and one-half will be paid for such overtime. Holidays and sick time shall be considered in the calculation of hours worked. The late shift rates of \$.60 (sixty cents) differentials in (1) above shall be included in the determination of time and one-half.
 - 3. Unless school is in session on a Holiday identified in Article XVII, employees shall be paid two (2) times their regular hourly rate for work performed on Sundays and Thanksgiving, Christmas, New Years', Labor Day, Memorial Day and Independence Day (plus Holiday pay) and time and one-half (plus Holiday pay) for work performed on the remaining Holidays, with a minimum of (3) hours. This provision does not apply when the employee's regularly scheduled work week includes Sunday or Sunday work does not result in a work week in excess of forty (40) hours.
 - 4. Newly hired employees will serve a six (6) month probationary period at the new hire rate. During the probationary period, the employee may be terminated without recourse to the grievance procedure.
 - 5. Employees who are scheduled to work all night during the school graduation party shall be paid a one-time additional stipend of seventy-five dollars (\$75), as well as their contractual wages.
 - 6. The Board shall supply, at no cost to the employee, the following items:
 - a. latex gloves
 - b. wrap around non-prescription safety glasses
 - c. back support belt

These items shall be replaced on an "as-needed" basis, bearing in mind reasonable wear and tear.

The Board shall reimburse each custodian up to one hundred fifty dollars (\$150.00) per year for work related foul weather clothing expenses, such as but not limited to, rain gear, boots, winter gloves. Effective July 1, 2024 this amount shall increase to two hundred dollars (\$200.00) per year; effective July 1, 2025 this amount shall increase to two hundred and fifty dollars (\$250.00) per year.

Employees shall be required to wear a uniform shirt while on duty. All current employees and new employees upon hire will be provided with five (5) summer uniform shirts, five (5) winter uniform shirts and one (1) sweatshirt. The Board shall annually provide three (3) replacement shirts, one of which may be a sweatshirt.

7. The following schedule shall be followed for call backs once the employee has left work from his normal working hours. Said schedule shall be used for, but not limited to, alarm call backs, etc.

Three (3) hour minimum at time and one half (1.5x) Monday through Saturday. Three (3) hour minimum at double time (2x) Sundays and Holidays identified in Article XVII. If the call-back occurs on a holiday, holiday pay pursuant to paragraph 3 above shall apply.

ARTICLE XI - SALARY, PAY RATES & LONGEVITY

- A. Salary. The Custodian Salary Scale for the years 2023-24, 2024-25, and 2025-26 shall be that set forth in Appendix "A" attached hereto.
- B. Longevity of Service. Employees earn longevity payments for years of completed service as an active employee in the bargaining unit according to the following schedule:

10 years through 14 years - \$500
15 years or more - \$1,500

Such payments shall be made no later than fifteen (15) days after his or her anniversary date in the bargaining unit. Bargaining unit members hired after June 30, 2020 shall not be eligible for this benefit.

- C. When annual salary information is used in the negotiation sessions or in the Agreement itself, it is understood that such reference was and is for the purpose of comparison only and should in no way be considered an annual salary, guaranteed or otherwise.

ARTICLE XII - TRAVEL ALLOWANCE

Reimbursement for mileage shall be provided at the prevailing IRS rate per mile to each bargaining unit employee who utilizes their vehicle with supervisory preauthorization for Board business.

ARTICLE XIII - GRIEVANCES

- A. Definition: A grievance shall mean a complaint by a custodian that there has been a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of any provision of this Agreement, except that the term grievance shall not apply to:

1. any matter for which a method of review is prescribed by law; or

2. any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
- B. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to problems which may arise, from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Procedure: Since it is important that grievances be processed as rapidly as possible, the number of working days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement in writing.

Optional Informal Solution: Any aggrieved employee may first discuss the matter informally with the head custodian or Facilities Supervisor for the purpose of resolving complaints on an informal basis, but such informal process shall not impact the grievance timelines.

Section 1. Level One - Building Principal

The grievant shall present the grievance in writing to the Building Principal setting forth the grounds upon which the grievance is based and the suggested remedy sought. Such grievance must be filed within twenty (20) working days of the occurrence, or the date the grievant should have known of the occurrence, or the conditions giving rise thereto. The principal shall respond to the grievance in writing within ten (10) working days of the receipt of the grievance.

Section 2. Level Two - Facilities Supervisor

In the event that the grievance is not resolved at Level One, or in the event that no decision has been rendered within ten (10) working days after receipt of the grievance by the Building Principal, the grievant shall file a written grievance with the Facilities Supervisor of within five (5) working days after the decision at Level One or fifteen (15) working days after the grievance was presented to the Building Principal, whichever is sooner. The Facilities Supervisor shall respond to the grievance in writing within twenty (20) working days of receipt of the grievance.

Section 3. Level Three - Superintendent of Schools

If not resolved at Level Two, the grievance shall be sent by the grievant in writing to the Superintendent of Schools within five (5) working days after the decision at Level Two, or fifteen (15) working days after the grievance was received by the Facilities Supervisor, whichever is sooner. The Superintendent of Schools shall respond to the grievance in writing within twenty (20) working days of receipt of the grievance.

Section 4. Level Four - Board of Education

If not resolved at Level Three, the grievance shall be sent in writing to the Board by the grievant within ten (10) working days, or twenty (20) working days after the grievance was received by the Superintendent of Schools, whichever is sooner.

The Board shall hear the grievance within thirty (30) working days or at their next regular meeting after receiving the grievance from the grievant, whichever is later, and shall render a decision in writing within twenty (20) working days of hearing the grievance. The Board shall notify the grievant and the Union of the hour and place of hearing. The grievant and the Union shall be entitled to be present at such hearing and each shall have the right to present at such hearing further statements supplementing their position.

Section 5. Level Five - Arbitration

If not resolved at Level Four, the Union shall, within ten (10) working days from receipt of the Board's decision, submit the grievance to the CT State Board of Mediation and Arbitration in accordance with the provisions of Connecticut General Statutes Section 7-472. The decision of the arbitrator shall be final and binding on all parties.

Section 6.

In the event the Union Representative shall be of the opinion that an employee's grievance is without merit, the Union shall not be required to process the matter any further and he/she shall so inform the employee filing the grievance and the Board. There shall be no liability imposed thereby upon the Union or the Board.

Section 7.

It is the custodian's decision whether or not to include the Union representatives in accordance with Section 7-468 of the Connecticut General Statutes in any or all of the aforementioned levels except Level Five, Arbitration.

Section 8.

Nothing herein shall preclude the parties from utilizing the services of a State Mediator in an attempt to settle the grievance prior to going to Arbitration.

ARTICLE XIV - INSURANCE BENEFITS

A. The Board shall provide individual, two-person or family health insurance coverage for each full-time employee who wishes to participate as set forth below.

1. The Connecticut State Partnership Plan 2.0 with penalties for noncompliance with wellness provisions. Annual premium sharing will be made by the custodian through payroll deduction of twenty-one (21) equal payments, whereby the employee will contribute the following sums toward premium costs of medical and dental coverage:

<u>Effective July 1, 2023</u>	<u>Effective July 1, 2024</u>	<u>Effective July 1, 2025</u>
16%	16%	17%

These premium share rates shall be based on the allocation rates if self-insured, or premium rates if fully insured, in effect on July 1st of each year of the contract or as may otherwise be set by the carrier from time to time.

The Board may in its discretion discontinue offering employees medical benefits under the Connecticut Partnership Plan 2.0 and, in the event it does, the parties agree to reopen negotiations on health benefits only.

2. Dental coverage with the following features: Diagnostic and preventive services payable at one hundred percent (100%). Fifty dollar (\$50) Individual and one hundred dollar (\$100) Family deductible per calendar year shared between Basic and Major services. Basic services payable at eighty percent (80%) and subject to deductible. Major services payable at fifty percent (50%) and subject to deductible. Maximum of one thousand two hundred dollars (\$1,200) per person per calendar year.

3. Custodial employees wishing to participate in the medical insurance program must complete and sign a participation agreement and payroll deduction form.
 4. The Insurance coverage shall be provided by the Board and the provided plan must be fully complied with by Union members and health benefit participants. All applicable disincentives and penalties will be enforced. A summary of the benefit plan shall be provided for informational purposes.
 5. The Board shall adopt an I.R.S. Section 125 Plan for Board provided health benefit premium sharing. This plan shall be part of one (1) Brookfield School District-wide plan. I.R.S. regulations shall govern the administration of this plan. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union or any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members, employees or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.
 6. Administration of Claims. If a medical insurance claim has not been processed within twenty-one (21) days of the date the claim was filed, the custodian may notify the Board's business office which shall provide assistance in the processing of the claim. The individual(s) who shall assist the custodians in this regard shall be agreeable to the Union. This provision is not subject to Article XIII (Grievances) of this Agreement.
 7. Hospital Bill Review. Each custodian and each covered dependent, upon release from any hospital, shall request from the hospital a detailed bill. Upon receipt of the detailed hospital bill, each custodian and/or custodian's dependent shall carefully review all charges contained in said bill and shall promptly notify the Board's business manager and the hospital of any inaccuracies or overcharges. Upon correction of the bill by the hospital, the custodian shall be paid a health cost savings reward equal to twenty-five percent (25%) of the total amount of reduction in the hospital bill. Employees shall not be disciplined for failure to comply with this provision.
- B. Long Term Disability Coverage. Eligible custodial employees who become totally and permanently disabled are entitled to monthly benefit payments equal to sixty-six and two-thirds percent (66-2/3%) of the monthly salary in effect on the custodian's last day worked (i.e., the then current annual salary divided by twelve) up to a maximum benefit payment of \$2,500 per month. Benefit payments to eligible employees will begin after the expiration of six (6) months following the employee's last day worked. The specific terms and conditions of the plan are set forth in disability insurance contracts which may be reviewed at the office of the Superintendent.
- C. The Board will pay 100% of the cost of Group Life Insurance coverage for each full-time custodian in the amount of \$25,000.
- D. If the Board wishes to change any of the carriers or administrators of the benefits listed in this Article, it must provide a plan with coverage comparable to, or better than the coverage described in this Article and a network that includes at least ninety percent (90%) of the current network providers in Fairfield and Litchfield counties. The Union shall be consulted regarding any proposed insurance carrier change and the Board will provide to the union, upon request, an analysis of the similarities and differences between the current and proposed carriers in order to substantiate that the two are comparable. Any dispute regarding "comparable or better" coverage shall be resolved in accordance with Article XIII, Level Four (Arbitration) before the

American Arbitration Association ("AAA") in accordance with AAA Labor Dispute Resolution Rules, prior to implementation of any such change, provided the union files for arbitration within ten (10) working days of being provided the insurance comparisons by the Board. No change in carrier for a specific type of coverage will be made more frequently than once in any two-year period. The foregoing provisions apply to unilateral changes in carriers by the Board. Notwithstanding any provision of this Agreement to the contrary, the Board may reopen no more than twice during the contract term the subject of medical and health insurance, including plan design, premium share, co-pays, and other aspects of the plan. Negotiations pursuant to the reopener shall be subject to the mid-term negotiation process set forth in Section 7-467, et seq., of the Connecticut General Statutes.

ARTICLE XV - FAMILY AND MEDICAL LEAVE

As outlined in Board Policy # 4152.6, the Family and Medical Leave Act (FMLA) provides up to twelve (12) weeks of unpaid, job-protected leave on a rolling twelve (12) month basis to eligible employees for certain family and medical reasons, including:

- To care for an employee's child after birth;
- Following placement of a child with an employee for adoption or foster care;
- To care for an employee's immediate family member (spouse, child or parent) who has a serious health condition; and
- For an employee's own serious health condition that makes him/her unable to perform the essential functions of his/her job.

Such leave will run concurrently with all accrued leave (sick, paid time off) to the extent that the employee has accrued those days.

Temporary disability due to pregnancy will be treated as any other short term disability and in accordance with state and federal law.

Please see Board Policy # 4152.6 for additional information.

ARTICLE XVI - SICK LEAVE, WORKERS' COMPENSATION, PAID TIME OFF AND BEREAVEMENT

Provision for absences due to illness or other emergencies serve not only the welfare of the individual but the school system as well. However, the success of a sound policy requires the staff members act in a responsible manner regarding absences. Benefits granted under this policy should never be construed as "time off" due the employee, to be taken without just cause.

A. Sick Leave

1. Sick Leave. Sick leave shall not be considered as an entitlement, which an employee may use at his/her discretion. An employee may be absent from work with pay only during such period as actual illness or injury prevents him/her from performing his/her duties. Each full-time custodial employee of the Brookfield School System shall be allowed fifteen (15) days sick leave with full pay each year and cumulative to no more than one hundred fifty (150) days. Full-time custodial employees hired after July 1 in any year shall be allowed fifteen (15) days sick leave with full pay each year, pro-rated from their date of hire to June 30 of the following year. A custodian who starts the year with a one hundred fifty (150) day accumulation of sick leave shall not be reduced below one hundred fifty (150) days at year end if the custodian does not use more than fifteen (15) sick days during the school year.

2. Absence due to illness from a communicable disease peculiar to childhood shall not be deducted from sick leave if, in the opinion of the school physician, the disease was contracted in the school.
3. The Facilities Supervisor may request medical documentation to support claims of illness lasting three (3) or more consecutive work days, or when abuse of sick leave is suspected.

B. Workers' Compensation

If a custodian is disabled to the extent that the custodian cannot perform custodial duties, and such custodian is eligible to receive Workers' Compensation Lost Time Benefits, the Board shall pay the difference between Workers' Compensation Benefits and the custodian's regular base salary for not more than thirteen (13) weeks, provided that no custodian shall receive an aggregate income from Workers' Compensation and the amount the Board pays in excess of the net compensation the custodian would receive if not disabled.

A custodian disabled under Workers' Compensation for more than thirteen (13) weeks may, at the custodian's option, elect to receive makeup pay to the extent that such employee has accumulated sick leave. Such makeup pay shall be prorated and chargeable against the employee's accumulated sick leave.

- C. If a custodian has not used any sick days during the course of a single fiscal year, he or she will be granted one (1) extra paid time off day.

D. Paid Time Off

1. Full-time custodians with less than one (1) year continuous service shall accrue one (1) day per month worked of paid time off from their date of hire to June 30th, to a maximum of ten (10) days for that first year of employment.
2. After one (1) full year of continuous full-time service in the bargaining unit, the employee shall be entitled to thirteen (13) paid time off days in the succeeding fiscal year.
3. After five (5) full years of continuous full-time service in the bargaining unit, the employee shall be entitled to eighteen (18) paid time off days in the succeeding fiscal year.
4. After ten (10) full years of continuous full-time service in the bargaining unit, the employee shall be entitled to twenty-three (23) paid time off days in the succeeding fiscal year.
5. All bargaining unit members shall be entitled to use earned paid time off, not to be deducted from accumulated sick leave, for any of the following reasons:
 - a. Vacation.
 - b. Marriage (Self, children, parents, siblings and siblings of spouse).
 - c. Religious holidays which occur while school is in session (with at least one (1) week prior notice).
 - d. Non-FMLA qualifying illness in the immediate family.
 - e. Death in the family (See also Section E, below).
 - f. Attendance at graduation exercises (Self, spouse, son, daughter).
 - g. Personal legal matter.
 - h. Other emergency and/or legal reason as approved by the Superintendent.
6. Paid time off must be used in the fiscal year it becomes available and may not be carried over from year to year, EXCEPT THAT upon written request to the supervisor before June 30 in any given fiscal year, up to three (3) PTO days may be carried over into the following fiscal year, provided that these

days must be used by September 30 of that following fiscal year, with approval of the employee's supervisor in accordance with Paragraph 7 below. Such approval shall not be withheld for arbitrary or capricious reasons.

Additional exceptions to the "no carry over" rule may only be granted by the Board, or its designee, based on extraordinary situations, such as, but not limited to, long workers' compensation periods, and extended sick leave periods, when days could not be taken.

7. All paid time off shall be requested and arranged so as to ensure maximum building coverage and efficient school operations and must be approved by the administration in advance, except in the case of an emergency. Requests for paid time off will not be denied for arbitrary or capricious reasons.
8. Any employee hired on or after July 1, 2014 may take paid time off in the year it is earned rather than in arrears as is the current practice.

E. Bereavement Leave

A custodian shall receive three (3) days off with pay in the event of a death in the custodian's immediate family. Immediate family shall include: husband, wife, significant other, son, daughter, mother, father, brother, sister, stepson, stepdaughter, stepmother, stepfather, stepbrother, stepsister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, foster child, son-in-law, daughter-in-law or any other person domiciled in the custodian's home. The employee shall receive one (1) day off with pay in the event of the death of the custodian's step grandmother, step grandfather, step grandchild, in-laws, aunt, uncle, niece, nephew, or cousin. Such leave shall not be subtracted from sick leave.

ARTICLE XVII - HOLIDAYS

- A. The custodial staff shall receive the following paid holidays (14):

New Years Day	Veterans' Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas
Labor Day	Martin Luther King Day

If school is in session on any of the above referenced holidays then employees shall receive a floating holiday in lieu of such holiday.

- B. Holidays during the school year will be observed according to the official school calendar. When a holiday occurs during the paid vacation of any employee, the custodian will receive the holiday and the day shall not be deducted from paid time off.

ARTICLE XVIII - JURY DUTY

- A. Any employee called for jury duty shall promptly notify the Facilities Supervisor. The Director of Facilities shall decide whether or not the duty will interfere with the school program seriously enough to warrant a request for exemption or postponement. If desirable, the Superintendent of Schools will make such a request in writing to the proper authorities.

- B. If the employee performs jury duty, for the first thirty (30) workdays, his salary shall be continued in an amount which, when added to the amount he receives in jury duty fees, will equal his full salary. This leave shall not be deducted from the employee's accumulated leave.
- C. When an employee who reports for jury duty is dismissed from jury duty for the day, the employee shall report back to his building if the dismissal from jury duty occurs early enough to provide for at least one-half a day in the employee's building.

ARTICLE XIX - LEAVES WITHOUT PAY

- A. Leaves of absence without pay may be requested for the following reasons:
 - 1. Health, subject to recommendation of a licensed physician.
 - 2. Other personal reasons, subject to review.
 - 3. Extreme personal hardship, such as illness of spouse or legal dependents.
- B. Application for unpaid leave of absence must be in writing and include the reason(s) and length of time requested. An approved unpaid leave shall expire automatically at the expiration date indicated in the application. Any extension of an unpaid leave shall require Board approval.
- C. It is expected that unpaid leaves, as far as possible, will be arranged to begin or end at the close of a school year.
- D. Accumulated seniority shall not be lost during an approved leave. No additional seniority shall accrue during the leave.
- E. Employees returning from an approved leave shall re-enter at the same pay level they would normally be at had they not taken such leave.
- F. Health insurance benefits shall be made available to an employee on an approved unpaid leave of absence, at group rates, but at the employee's own expense.
- G. All unpaid leaves of absence are subject to the approval of both the Superintendent of Schools and the Board.

ARTICLE XX - PENSION PLAN

- A. Employees employed by the Board on or before June 30, 2017 are participants in and covered by the current "Town of Brookfield Pension Plan for Employees". Pension eligibility and benefits are governed by the rules of the plan. Employees shall be provided with a summary plan description upon eligibility. The Board and the Union agree that all the terms and provisions of the Town's Hybrid Pension shall apply to all eligible employees who were hired by the Board on or after July 1, 2017.

ARTICLE XXI - RETIREMENT BENEFIT

- A. Any currently employed custodian who has a least twelve (12) years of continuous full-time service in the Brookfield School System shall, upon termination of employment, receive compensation for all unused and

accumulated sick leave which, in any event, shall be not be more than one hundred (100) days, at the rate of thirty dollars (\$30) per accumulated day.

- B. Upon retirement, the Board will provide retirees with an option to continue his or her medical insurance coverage until the retiree receives health benefits under Medicare or is eligible to receive such benefits. During retirement, the retiree's insurance plan will be subject to any plan changes made to active employees' plan. The retiree will pay 100% of the monthly COBRA rate for the medical insurance benefits.

ARTICLE XXII - RESIGNATIONS

- A. Written notice of resignation shall be filed with the Superintendent of Schools at least two (2) weeks in advance of separation. This notice should include a statement of the reasons for this action.

ARTICLE XXIII - SEVERABILITY

- A. In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE XXIV - TERMINATION/DISCIPLINE

- A. The Board agrees that it will act in good faith and for just cause in the dismissal/discipline of any non-probationary employee. "Discipline" means a written reprimand, suspension, demotion or discharge.
- B. A copy of any written reprimand or more severe discipline will be placed in the employee's personnel file and copies shall be furnished to the employee and the union.
- C. Any employee receiving a written reprimand or more severe discipline shall be given written notice by the Superintendent or his/her designee stating the reasons for the discipline.

ARTICLE XXV - SENIORITY

- A. Seniority shall be defined as an Employee's length of continuous service in this bargaining unit from a member's most recent date of hire. No seniority shall accrue during approved unpaid leaves of absences.
- B. An employee in good standing who for any reason leaves their employment with the Board and returns within a year from date of leave, shall have his or her seniority restored as of the day the employee left employment.
- C. The Board shall prepare a seniority list of all employees covered by this Agreement and deliver it to the Unit President upon request.

ARTICLE XXVI - LAY OFF

- A. In the event it becomes necessary to reduce the number of custodial personnel, custodians shall be laid off in the inverse order of seniority.

- B. Whenever a position is cited in the Superintendent's proposed budget to be eliminated or reduced, the Union shall be notified.

ARTICLE XXVII - RECALL

- A. Laid off employees shall have recall rights for a period of eighteen (18) months from date of layoff. Any employee who refuses or fails to respond to recall shall lose all further recall rights.
- B. When employees are to be recalled, the first recalled shall be those last laid off. Notice of recall shall be to the last address on record for the employee with the Board via certified mail.
- C. Return to work from lay off must be accomplished within two (2) weeks of notice of recall by the Board or the person will be considered as a voluntary termination.
- D. If payment under Article XXI "Retirement Benefit" is not received, then accumulated sick leave benefits will be restored. A Union member may not buy back accumulated sick days if payment is received under Article XXI.
- E. Seniority will not diminish but no additional seniority shall accrue during the lay off period.

ARTICLE XXVIII - VACANCIES AND/OR NEW POSITIONS

Notice of vacancies and/or new positions shall be posted in each school for a period of five (5) working days. At the time of posting of a vacancy, the Board shall describe in detail the qualifications for the position.

ARTICLE XXIX - PERFORMANCE EVALUATION

All employees shall undergo a performance evaluation at least annually utilizing criteria including but not limited to quality and quantity of work, responsibility and dependability. The Board may propose new or additional criteria, subject to the requirements of MERA.


ARTICLE XXX - CONTRACT DURATION


The duration of this contract shall be July 1, 2023 through June 30, 2026.

ARTICLE XXXI - HOLDOVER CLAUSE

In the event that the Board and the Custodial Union fail to secure a successor to this agreement prior to its expiration, it shall continue in full force and effect until a successor agreement is entered into.

IN WITNESS WHEREOF the Board and Union have considered this Agreement to be executed by their proper officers.


UPSEU President, Kevin Boyle


Chairman Board of Education


Unit President


January 2, 2024
Date

1/9/24
Date

WITNESSED BY:

WITNESSED BY:

Date


1/9/24
Date

APPENDIX "A"

CUSTODIAL UNION SALARY SCHEDULE HOURLY RATES OF PAY

	GWI	2.60%	2.60%	2.60%
<u>Step</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	
1 (0-4 years)	23.54	24.13	24.73	
2 (5-9 years)	24.25	24.86	25.48	
3 (10-14 years)	24.98	25.60	26.24	
4 (15-19 years)	25.73	26.37	27.03	
5 (20+ years)	26.50	27.16	27.84	

Step placement and movement shall be outlined in a separate Memorandum of Agreement for 2023-24, 2024-25, and 2025-26 contract years. Wages are retroactive to July 1, 2023.

Head and Lead Custodians shall receive wage differentials in addition to their base hourly rates as set forth below:

	GWI	2.60%	2.60%	2.60%
<u>Position</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
BHS Head Custodian	3.53	3.62	3.71	3.81
BHS Night Lead	2.16	2.22	2.28	2.34
WMS Head Custodian	3.40	3.49	3.58	3.67
WMS Night Lead Custodian	2.05	2.10	2.15	2.21
CLES Head Custodian	3.52	3.61	3.70	3.80
CLES Night Lead Custodian	2.15	2.21	2.27	2.33

The late shift differential of \$.60/hour referenced in Article X shall not apply to Lead Custodian or Head Custodian positions.