

**BROOKFIELD  
BOARD OF EDUCATION  
AND  
CUSTODIAL UNION  
CSEA/SEIU, LOCAL 2001, CTW  
AGREEMENT**

**JULY 1, 2017 THROUGH JUNE 30, 2020**

# CUSTODIAL AGREEMENT

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# **CUSTODIAL AGREEMENT**

## **ARTICLE I - RECOGNITION**

- A. The Brookfield Board of Education (the Board) hereby recognizes the CSEA/SEIU, Local 2001, CTW (the 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.
- 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 - DUES DEDUCTIONS**

- A. During the life of this agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.
- B. Union dues shall be deducted by the Board from the paycheck of each employee who signs and remits to the Board a membership authorization form. Such deduction shall be discontinued upon written request of an employee, who no longer wishes to be a member, thirty (30) days in advance.
- C. The amount of dues deducted under this article, together with a list of employees, shall be remitted to CSEA/SEIU, Local 2001, CTW no later than the last day of each month in which dues and fees are collected. A list of employees with their deductions shall be provided upon request.
- D. The Union shall indemnify and hold the Board harmless against any liability, claim or cost which may arise by reason of any action taken by the Board in complying with the provisions of this Article.
- E. This article shall be in effect only so long as CSEA/SEIU, Local 2001, CTW is the sole and exclusive bargaining representative for the employees covered by this Agreement.
- F. The Board further agrees to deduct from the pay of any employee who voluntarily authorizes in writing such deductions to a Political Action Organization Fund up to one dollar (\$1.00) per pay period.

#### **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 folders will be permitted to do so by making an appointment through their immediate supervisor.
- B. The employee will be afforded the opportunity to put on record any statement he/she wishes to make about information contained in the mentioned folders.

## **ARTICLE IX - NO STRIKE**

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 Supervisor of Buildings.
- B. 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 the Holiday 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 fifty dollars (\$50), 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.

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. 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 2017-18, 2018-19, and 2019-20 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 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 should 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 employee considering himself or herself aggrieved may first discuss the matter informally with the head custodian or his or her non-bargaining unit 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 his or her 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 ten (10) working days of the occurrence, or the date the member 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 - Supervisor of Buildings

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 employee shall file a written grievance with the Supervisor of Buildings within five (5) working days after the decision at Level One or fifteen (15) working days after the grievance was presented to the Principal, whichever is sooner. The Supervisor of Buildings shall respond to the grievance in writing within twenty (20) working days of receipt of the grievance.

#### Section 3. Level Three - Superintendent

If not resolved at Level Two, the grievance shall be sent by the Union member 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 Supervisor of Buildings, whichever is sooner. The Superintendent 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 Union member within ten (10) working days, or twenty (20) working days after the grievance was received by the Superintendent, 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 Union member, 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>7/1/17 - 6/30/18</u>	<u>7/1/18 - 6/30/19</u>	<u>7/1/19 - 6/30/20</u>
	Effective upon ratification and approval of the Board	
13%	15%	16%

These premium share rates shall be based on the allocation rates if self-insured, or premium rates if fully insured, in effect on July 1<sup>st</sup> of each year of the contract.

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 eighty percent (80%) 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 male and female 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 AND PAID TIME OFF**

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 Supervisor of Buildings 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 an employee is absent as a result of injuries incurred in the performance of his/her duties, and is eligible to receive Workers' Compensation lost time benefits, any difference

between such benefits and the employee's regular weekly pay shall be made up from the employee's accumulated sick leave on a pro-rated basis until such sick leave is exhausted. In the event available sick leave has been exhausted, however, the period during which the salary is made up shall in no case be less than five (5) weeks if the employee has less than five (5) years of service in the Brookfield School System, or eight (8) weeks if the employee has five (5) years or more of service in the Brookfield School System.

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 30<sup>th</sup>, 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.
  - 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.

#### **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 Supervisor of Buildings. The Supervisor of Buildings 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 Town 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 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 a Union member'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 Union 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.

#### **ARTICLE XXVII - RECALL**

- A. Laid off employees shall have recall rights for a period of one (1) complete year from date of layoff. Any employee who refuses recall shall lose all further recall rights.
- B. When employees are to be recalled, the first recalled shall be those last laid off.
- 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.

**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, 2017 through June 30, 2020.

**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.

[Signature] 3-8-19  
Union Representative

Colette Strain  
Chairman Board of Education

[Signature] 3/5/19  
Union Representative

3-8-19  
Date

3/11/19  
Date

WITNESSED BY:

WITNESSED BY:

[Signature]

[Signature]

3/8/19  
Date

3/11/19  
Date

APPENDIX "A"

CUSTODIAL UNION SALARY SCHEDULE  
HOURLY RATES OF PAY

- A. The hourly base rate of pay for New Hires is as follows:

<u>Year of Hire</u>	<u>Hire Rate:</u>
2017-18	\$20.32, Retroactive to 7/1/17
2018-19	\$20.77, Retroactive to 7/1/18
2019-20	\$21.24

All new hires shall be paid the applicable Hire Rate when they begin employment and shall receive a one-year anniversary increase of one percent (1%) of their hourly wage rate upon completion of twelve (12) months of employment service. This one-time anniversary increase shall apply prior to the general wage increase referenced below.

- B. All employees shall receive a general wage increase to their base hourly rate as set forth below:

<u>Effective Date</u>	<u>General Wage Increase</u>
Retroactive to July 1, 2017	2.25%
Retroactive to July 1, 2018	2.25%
July 1, 2019	2.25%

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

<u>Position</u>	<u>2017-20</u>
BHS Head Custodian	\$3.45/hr
BHS Night Lead Custodian	\$2.11/hr
WMS Head Custodian	\$3.33/hr
WMS Night Lead Custodian	\$2.00/hr
K-4 Head Custodians	\$3.21/hr

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