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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BRANFORD BOARD OF EDUCATION

AND

**UPSEU, THE UNITED PUBLIC SERVICE EMPLOYEES
UNION, BRANFORD BOARD OF EDUCATION
MAINTENANCE AND CUSTODIAL UNIT**

July 1, 2017 - June 30, 2021

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**AGREEMENT
BETWEEN
BRANFORD BOARD OF EDUCATION
And
THE UNITED PUBLIC SERVICE EMPLOYEES UNION**

**ARTICLE I
RECOGNITION**

Section 1

In accordance with Connecticut General Statutes, Sections 7-467 to 7-477, the Branford Board of Education (hereafter "the Board") recognizes The United Public Service Employees Union (hereafter the "Union" or "UPSEU") as the exclusive bargaining representative for purposes of collective bargaining for the unit comprised of all maintenance and custodial employees of the Branford Board of Education excluding the Director of Buildings and Grounds and all others excluded by the Municipal Employee Relations Act (hereafter "the MERA"). The parties further agree to exclude the following positions from the bargaining unit: the Van Driver and the Athletic Department Launderers.

Section 2

- (a) Job descriptions for positions in this bargaining unit are attached hereto. The attachment of said job descriptions to the Agreement should not be construed as granting any additional bargaining rights beyond what would otherwise be required under M.E.R.A.
- (b) In the event written job descriptions are modified, copies will be provided to the Local President.

**ARTICLE II
PREAMBLE**

This Agreement sets forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and which are designed to maintain and promote a harmonious relationship between the Union and the Board of Education and to encourage efficient service in the community. The Board of Education and the Union recognize that it is in the best interest of both parties and employees that all dealings between them be characterized by mutual responsibility, cooperation and respect.

ARTICLE III

MANAGEMENT RIGHTS

Section 1

Except as otherwise modified or restricted by an express provision of this Agreement, the Board reserves and retains solely and exclusively, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management. Such rights include but shall not be limited to establishing standards of productivity and performance of its employees' insuring that the incidental duties connected with school operations, whether enumerated in job descriptions or not, shall be performed by employees; selecting and determining the number and types of employees required to perform school operations; determining the objectives of the Board and the methods and means necessary to fulfill those objectives, including the creation or the discontinuation of services, departments, programs, processes, or operations in whole or in part and the establishment of contracts or subcontracts for school operations subject to Section 4 below; determining the content of job classifications; determining the qualifications of employees; appointing, promoting, assigning, directing and transferring employees; suspending, demoting, discharging or taking any other appropriate disciplinary action against its employees; relieving from duty its employees because of lack of work; establishing, modifying or discontinuing reasonable work rules; and the taking of all necessary actions to carry out its objectives in emergencies.

Section 2

The above rights, responsibilities and prerogatives are inherent in the Board by virtue of statutory provisions and are not subject to review or determination in any grievance or arbitration procedures, except where such rights are specifically abridged by an express provision of this Agreement.

Section 3

It is understood by the parties to this Agreement that the rights of each shall be exercised in a manner not contrary to the rights of the other guaranteed by the MERA, as the same may be amended from time to time.

Section 4

It is understood that the Board shall only subcontract work that would otherwise ordinarily be done by bargaining unit members under the following circumstances:

- (a) The bargaining unit members who would otherwise be performing such work are generally being assigned duties that they would otherwise be performing;
- (b) Prior to any subcontracting in accordance with this section the Board will first meet with a maximum of two members of the Local to confer regarding the contemplated subcontracting, provided this shall not be considered negotiations within the meaning of the MERA;

- (c) It is understood that this section of the contract does not address the rights of either party in the event that the Board contemplates complete elimination of any particular bargaining unit work. In such a case, the parties' rights and obligations will be governed by the MERA.

ARTICLE IV

UNION MEMBERSHIP AND DUES DEDUCTIONS

Section 1

The Union President and UPSEU shall be provided the name and work location of any newly hired employee in the bargaining unit. Each employee shall, as a condition of employment, at the end of the ninety (90) day probationary period, either become and remain a member of the Union in good standing, or pay to the Union an agency fee. The agency fee shall be established by the Union in accordance with law.

Section 2

For the purpose of this Article, an employee shall be deemed to have maintained Union membership in good standing if s/he has tendered the periodic dues and assessments uniformly required as a condition of acquiring and retaining Union membership.

Section 3

The Board will deduct from the 2nd paycheck of each month, Union dues or agency fees for the preceding month of each employee who has signed and filed with the Board, a currently effective authorization card. If for some reason an employee has no earnings due to him for the month or if an employee does not have sufficient money due to him after deductions have been made for social security, garnishments, or any other deductions authorized by the employee or required by Law, Union dues or service fees for that month will be collected by the Union directly from the employee.

Section 4

The Board shall, once each month, remit the total sum of dues and service fees to UPSEU together with a list of names of those persons whose pay deductions have been made.

Section 5

The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability which may arise out of any provisions of this Article, including reasonable attorneys' fees.

Section 6

The Board shall make available electronic copies of the Collective Bargaining Agreement to the Bargaining Unit members no later than thirty (30) days following the signing of this Agreement.

ARTICLE V

PROBATIONARY PERIOD

Section 1

Newly hired employees shall be subject to an initial probationary period of one hundred eighty (180) calendar days.

Section 2

An employee may be disciplined or discharged at any time during the probationary period. Such discipline or discharge is without the right of appeal and is not subject to the grievance procedures set forth in this Agreement. Employees so disciplined or discharged shall be notified in writing of the reason for the discipline or discharge.

Section 3

After completion of the probationary period, any applicable sick, vacation and personal leave to which an employee may be entitled under this Agreement shall be prorated based on the date of hire and may be used in accordance with applicable provisions of this Agreement.

Section 4

During the probationary period, the employee shall not attain seniority rights under this Agreement. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

Section 5

During the probationary period, the employee shall not be eligible for benefits pursuant to Article 9 under this Agreement. After the completion of sixty (60) calendar days of employment, the employee will be eligible to receive health insurance benefits pursuant to Article 9 on the first day of the following month.

ARTICLE VI

SENIORITY

Section 1

Seniority shall be defined as the continuous length of full-time service as an employee within the bargaining unit. Part-time employees' seniority shall be computed as the continuous length of part-time service as an employee within the bargaining unit.

Seniority for the purposes of promotion or job openings shall be applied to full-time employees only.

If the Board appoints a part-time employee to a full-time position, the employee will serve a new 90-day probationary period. If the employee does not successfully complete that 90-day probationary period, the employee will return to the part-time position.

Section 2

Seniority shall continue to accrue during authorized paid leaves of absence. Seniority shall not accrue during any unpaid leave of absence but if such absence is authorized by the Board, previously accrued seniority rights will not be lost by the employee because of such leave.

Section 3

An employee shall lose his seniority if he (a) resigns or is discharged; (b) is absent from work without notifying the Facilities Director, or designee, and without an excuse satisfactory to the Facilities Director, or his designee, which absence shall then be treated as a resignation; (c) exceeds a leave of absence without satisfactory explanation; (d) fails to accept recall from lay-off within five (5) days as specified in the lay-off provisions of this Agreement.

Section 4

Each September the Board shall furnish the Union with an up to date seniority list.

ARTICLE VII **WAGES AND BENEFITS**

Section 1

Wages shall be paid via direct deposit according to the schedule contained in Appendix A.

Section 2

Second-shift full-time employees and any employee assigned as a "flexible floater" shall receive a premium for all hours worked. Said premium shall be as set forth in Appendix A. In addition, the Night Supervisor shall receive a premium for all hours worked as noted in Appendix A.

Section 3

Employees hired before 7/1/10 shall receive longevity payments by direct deposit, in accordance with the schedule below. Eligibility for longevity shall be determined based on length of service as of September 1st. Employees hired after 6/30/10 are not eligible to receive longevity payments.

<u>Branford Years of Service</u>	<u>Longevity Payment</u>
5 to less than 11 years	\$400
11 to less than 16 years	\$500
16 to less than 21 years	\$600
21 years or more	\$700

Section 4

The Parties agree to continue their participation in the Connecticut Municipal Employees Retirement Fund B.

ARTICLE VIII **HOURS OF WORK AND OVERTIME**

Section 1

The regular work schedule for full-time bargaining unit employees shall be forty (40) hours per week. Part-time bargaining unit employees shall have a regular work schedule consisting of less than forty (40) hours as designated by the Board or its designee. All bargaining unit employees are required to use the time clocks.

Section 2

Time and one-half (1-1/2) the employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) hours in a given work week. Paid holidays and paid sick leave shall be counted as hours worked for purposes of computing overtime eligibility.

Section 3 - Overtime Distribution

Any grievance over the distribution of overtime work that may ultimately be claimed for arbitration after being processed through the grievance procedure must be processed in accordance with the State Board of Mediation and Arbitration rules for expedited arbitration. It is expressly agreed that no arbitrator shall have the authority to issue a monetary remedy in connection with such a grievance; rather, the only remedy available in the event such a grievance is sustained is that the grievant may be granted the right of first refusal on the next available overtime assignment entailing the same number of hours as the grieved assignment.

- (a) When the Board determines that overtime work is necessary and that overtime is not pre-scheduled, the Board shall continue its practice of using "on-duty" employees, including floaters, to avoid the need to call-back employees on an OT basis. In cases where the Board determines that overtime is necessary and on-duty coverage is insufficient, or in cases where OT is pre-scheduled, the Board shall offer OT to employees on the voluntary OT list as follows:

1. First, to full-time employees within the school who are on the OT list for that school
2. Then, to full-time employees using the system-wide OT list

Since the “floater” has no school assignment, he shall only be offered pre-scheduled OT from the system-wide list.

The Board shall establish a voluntary OT list for purposes of assigning OT. Any full-time employee may elect to be on this list, and only those employees shall be called for OT assignments. Every six months, employees may request to have their names added to or deleted from this list. The list shall indicate if the employee wishes to be called for system-wide assignments or for in-school only assignments.

Prior to each six-month cycle, the Board shall notify employees of an open enrollment period for the OT list. At the beginning of each six-month cycle, the first assignment of OT shall be based on seniority. During the six-month period, employees may request to be removed from the list, but no one can be added during that time.

The Union shall receive a monthly accounting of all OT worked during that month. This shall indicate OT that was worked, unavailable (e.g., illness, vacation), or refused by each individual on the list.

- (b) Alarms - Alarms shall continue to be the responsibility of the Head Custodians.
- (c) Temporary Openings - If an employee is expected to be absent from work for any reason for up to thirty (30) work days, the Board shall have the right to cover the absence by assigning a floater or by reassigning another bargaining unit employee within the building, on a temporary basis. In the event that those options are not sufficient to provide coverage, the Board shall have the right to reassign another bargaining unit employee from another building. The Board will reassign the most senior employee within the bargaining unit who is interested in covering the absence. In the event an absence remains uncovered the Board will have the right to assign the least senior bargaining unit member. If an employee is absent for an extended period of time (more than thirty work days) for any reason, the Board may fill the temporary vacancy with another bargaining unit member in accordance with Article XVIII.

However, if the employee does not return to work, any replacement employee shall not be automatically entitled to fill the position. If the Board decides to fill the vacancy, it shall be posted in accordance with the collective bargaining agreement.

- (d) Building Use - It is understood that full-time employees will be paid at the rate of time and one-half their regular rate of pay for “building use” assignments.

Section 4 - Minimum Call Back

If an employee (after working his regular shift and leaving) is called back for work, the employee shall receive time and one-half (1-1/2)-for all hours worked in excess of forty (40) hours in a given work week (computed as set forth in Section 2 above) with a minimum of two (2) hours or work to be provided.

Section 5

Individuals who are assigned to fill temporary openings in the classifications of Night Leadman and Head Custodian shall receive the rate for said job for all hours worked after two (2) weeks of said assignment.

Section 6

Individuals who are assigned to fill temporary openings out of the normal classifications shall receive the rate for said job for all hours worked after two weeks of said assignment, retroactive to the first day of the filling of such temporary opening.

Section 7

Employees who are required to work on Easter Sunday will be paid double-time.

ARTICLE IX **INSURANCE PROGRAM**

Section 1

- (a) The Board shall provide to all eligible full-time bargaining unit employees, and their eligible dependents, health insurance coverage under the following insurance plan:

Effective July 1, 2017, the sole plan offered by the Board shall be a high deductible health plan (HDHP) with a Health Savings Account (HSA) including the following components:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible)	\$2000/4000	
Co-insurance	N/A	20% after deductible
Cost Share Maximum (Individual/Aggregate Family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	Unlimited

The Board will contribute fifty percent (50%) of the applicable deductible amount for each eligible employee who elects coverage under the HDHP/HSA plan. For 2017-18, the Board will make its full 50% contribution in July 2017. In subsequent years, the Board's will make one-half of its 50% contribution in July and the remaining one-half of its 50% contribution in January. The Board's contribution toward the deductible will be pro-rated during any partial years of employment (based on the total number of months worked by such employee in proportion to the entire July 1 through June 30 contract year). In the event that an employee retires or resigns from employment during a contract year, the employee shall reimburse the Board in an amount equal to the unearned portion of the Board's contribution toward the deductible through an adjustment in the employee's final wage payment(s).

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

Effective July 1, 2017, the employee premium sharing shall be twelve percent (12%) of the respective monthly premium. Effective July 1, 2018, the employee premium sharing shall be thirteen percent (13%) of the respective monthly premium. Effective July 1, 2019, the employee premium sharing shall be thirteen percent (13%) of the respective monthly premium. Effective July 1, 2020, the employee premium sharing shall be fourteen percent (14%) of the respective monthly premium.

- (b) The Board shall provide to all eligible full-time bargaining unit employees and their eligible dependents, Anthem Blue Cross/Blue Shield Flexible Dental Plan, at the premium contribution percentages set forth in Section 1(a) above.

Section 2

If the Board determines that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

Section 3

The Board shall provide full-time employees life insurance coverage in the amount of Sixty-five thousand dollars (\$65,000). All part-time employees scheduled to work in excess of one thousand (1,000) annual hours shall receive life insurance coverage in the amount of Forty thousand dollars (\$40,000).

Section 4

The Board shall have the right to provide insurance programs as required by this Article through alternate carriers or through self-insurance. The programs, when taken as a whole (meaning coverages, benefits and administration i.e., timeliness of payments and claims processing), shall be substantially equivalent.

Section 5

Part time employees shall have the right to be covered for all medical and dental coverages at their own expense at a cost that is equal to the full premium cost for active employees.

Section 6

Any employee who retires from the Board of Education (retires under the pension plan and actually initiates payments from said plan) shall have the right to be covered for all medical and dental coverages as active employees have, at their own expense. The cost of which shall be equal to the full premium cost as active employees.

ARTICLE X **HOLIDAYS**

Section 1

Full-time employees scheduled to work 12 months per fiscal year shall be entitled to paid leave for the following holidays:

- | | |
|-----------------------------|--|
| 1) New Years Day | 10) Columbus Day |
| 2) Martin Luther King's Day | 11) Veterans' Day |
| 3) President's Day | 12) Thanksgiving Day |
| 4) Good Friday | 13) Day After Thanksgiving |
| 5) Memorial Day | 14) Christmas Eve Day |
| 6) Fourth of July | 15) Christmas Day |
| 7) Labor Day | 16) New Year's Eve Day |
| 8) Rosh Hashana* | * Only if recognized on Board-approved school calendar in the given year |
| 9) Yom Kippur* | |

Any full-time employee scheduled to work 10 months per fiscal year shall be entitled to paid leave for all the above holidays except Fourth of July. Provided, if such employee works on the work day before and the work day after the holiday, said employee shall then be entitled to holiday pay for said holiday.

Part-time employees shall be paid for the following holidays provided they work the scheduled workday before the holiday and the scheduled workday after the holiday:

- | | |
|-----------------|---|
| 1) Thanksgiving | 3) New Years Day |
| 2) Christmas | 4) July 4 th (effective in 2008) |

Section 2

Holidays which fall on a Sunday shall be observed on Monday. Holidays which fall on a Saturday shall be observed on Friday. If school is in session then these holidays shall be floating holidays which shall be taken by mutual agreement. Eligible employees shall only receive such paid leave if they were on authorized paid leave or were at work on the work day before and the work day after the holiday.

Section 3

Any work performed on a holiday shall be compensated at the rate of two times the normal hourly rate in addition to holiday pay.

ARTICLE XI

DISCIPLINE/DISCHARGE

Section 1

No employee covered by this Agreement shall be discharged or suspended without pay except for just cause. This section shall not apply to probationary employees. An employee has the right at the time he/she receives it, to attach a written response to any discipline short of suspension without pay, which will be maintained in the employee's file. The employee will be asked to initial a disciplinary notice put into his/her file to indicate awareness of it.

Section 2

Other than in the case of probationary employees, any disciplinary action including discharge may be appealed through the grievance procedure of this Agreement.

Section 3

Any disciplinary action other than oral warning shall be stated in writing, giving the reasons for same and a copy given to the employee(s) and the Unit and the Union President within three (3) working days of such action. In the event of discharge for disciplinary reasons, a copy shall be given to the employee and the Union and Unit President at the time of such action. Cases of arrest or indictment for a crime may result in immediate suspension without pay subject to a subsequent opportunity to be heard. The suspension without pay shall be for a reasonable amount of time for the Employer to conduct and conclude an investigation, not to exceed five (5) working days.

Section 4

All records of disciplinary action involving less than a suspension shall not ordinarily be given any weight after two (2) years from the date of such discipline so long as there has been no intervening disciplinary action during said two (2) years.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1 - Purpose

For the purpose of this Agreement, the term "Grievance" means a dispute between the Board and the Union concerning a claim of breach or violation of a provision of this Agreement. Such grievances shall be discussed and their satisfactory settlements will be attempted according to the following procedure.

Step 1

Grievances shall be presented in writing by the employee with or without the Union representative to the Facilities Director or his designee within ten (10) working days of when the employee knew or should have known of the conditions on which the grievance is based and the grievance shall be answered in writing within ten (10)

working days. Any grievance not filed within said ten (10) working days, shall be deemed forfeited and not arbitrable.

Step 2

- (a) If the employee or Union is not satisfied with the decision rendered by the Facilities Director, the employee or Union may appeal said decision in writing to the Superintendent of Schools or her designee within ten (10) working days of receiving said decision. The Superintendent/designee shall meet with the Grievant and render a decision within ten (10) working days.
- (b) Prior to Step 3, the Union and the Board may mutually agree to submit the grievance for mediation with the State Board of Mediation and Arbitration. The submittal shall be no later than ten (10) working days from the receipt of the Step 2 answer. Submittal of the grievance to Step 3 must be no later than ten (10) working days after mediation.

Step 3

If the employee and the Union are not satisfied with the decision rendered by the Superintendent, the Union may appeal the grievance to arbitration. The grievance must be submitted to arbitration within ten (10) working days of the date of the decision in Step 2. The matter shall be submitted for arbitration to the State Board of Arbitration and Mediation and the arbitration shall be conducted in accordance with its rules. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding. Any cost of arbitration shall be shared equally by the Board and the Union.

If a grievance involves a suspension of five (5) or more days or termination, it must be submitted to the American Arbitration Association for resolution. In such a case, or if the parties mutually agree to have the matter heard by the American Arbitration Association, they will equally share the cost of the arbitration. Either party may also remove the matter from the State Board to the American Arbitration Association provided that the moving party pays the cost of the arbitration.

Section 2

Grievances involving employees in more than one school or the discharge or suspension of any employee may be introduced at Step 2.

Section 3

Any grievance not taken up to the next Step within the time limitation shall be deemed to be settled unless time extensions beyond those stipulated are arrived at by mutual written agreement between the Board and the Union.

Section 4

In the event that employees are required to meet with School Board officials on grievance matters during their regular working hours, they shall not suffer any loss of pay for time involved.

Section 5

A copy of any grievance response issued at Step 1 or 2 of the grievance procedure shall be transmitted by the appropriate Board representative to the grievant and the Local President.

ARTICLE XIII LEAVE PROVISIONS

Section 1 - Sick Leave

(a) Section 1 - Sick Leave

Full-time employees may be absent from work with pay during such period as actual illness or injury prevents him/her from performing their duties. The Facilities Director shall have the right to request a physician's statement if the absence exceeds three (3) consecutive days or if sick leave abuse is suspected. In the case of suspected abuse of sick leave, the Board will pay the cost for a physician's visit if the employee sees the Board's designated doctor. An employee absent due to illness or injury shall notify the Head Custodian prior to the shift by telephone, and if unable to reach the Head Custodian, shall notify the Facilities Director on his cellular telephone, and if unable to reach the Facilities Director shall leave a message on the Facilities Director's cellular telephone prior to the regular starting time of the work day. Failure to do so will result in denial of paid sick leave for the period of absence.

Each full-time employee shall be entitled to fifteen (15) sick days with pay per fiscal year which days shall be credited effective July 1, subject to the Board's FMLA policy and subsection (c) below. Such sick days may be accumulated from year to year up to a maximum of 150 days. Beginning 7/1/10, full-time employees who were employed on or before 7/1/10 shall be allowed to accumulate to a maximum of 165 days; beginning 7/1/11, they shall be allowed to accumulate to a maximum of 180 days; and, beginning 7/1/12, they shall be allowed to accumulate to a maximum of 195 days. No full-time employee hired after 6/30/10 shall be permitted to

accumulate sick leave days beyond a maximum of 150 days. The increased maximum number of sick leave days shall have no impact upon the severance benefit set forth in Section 1(e), below. Part-time employee shall be entitled to three (3) sick days per year, which shall not be cumulative.

- (b) Legitimate use of sick leave in conformance with the provisions of this Agreement shall not, without evidence of possible abuse of leave, result in disciplinary action, nor shall the legitimate use of sick leave be used in conjunction with promotional or disciplinary decisions.
- (c) Authorized paid absence under this Article will include the situation when an employee's child, parent or spouse is so ill as to require the employee's presence at home. This provision shall not exceed five (5) of the annual earned days per year. The Board may require the employee to submit a certificate of such illness by a physician. Unused paid sick leave accrued for this purpose must be substituted for unpaid portions of medical leave taken for the same purpose.
- (d) Sick leave shall not accrue during any unpaid leave of absence, except pregnancy-related leaves for female employees.
- (e) Upon normal retirement of any full-time employee hired before 7/1/10, after ten (10) years of Branford service, such full-time employee will be compensated at the employee's per diem rate in effect immediately prior to such retirement in accordance with the following. Employees hired after 6/30/10 are not eligible to receive the benefit provided under this Section 1(e) of this contract.

<u>Years of Service</u>	<u>Days Compensated</u>
10 years but less than 15	15
15 years but less than 20	45
20 years but less than 25	75
25 or more years of service	105

- (f) In order to receive payment under subsection (e) above, employees must provide written notice of retirement to the Superintendent of Schools in writing on or before January 1 of the school year prior to the school year in which the employee intends to retire. Failure to provide such notice, shall result in a deferral of the payment for the accumulated time until the second school year following the date of retirement.

Section 2 - Paid Personal Leave

Full-time employees shall be entitled to paid personal leave of two (2) days per year for unavoidable conflicts of a personal nature involving the individual employee. Personal leave is not authorized to be taken on either the day before or after a holiday or in conjunction with any of the school vacations. Personal leave days may not be accumulated from year to year.

Section 3 - Bereavement

Leave with pay shall be allowed for death in the family or attendance at funerals as follows:

Five (5) days — immediate family (parent, spouse, child, sibling, step-parent, step-child).

Three (3) days — grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law.

One (1) day — aunt, uncle, cousin.

Section 4 - Unpaid Family and Medical Leave

Unpaid family and medical leave will be granted in accordance with the Family and Medical Leave Act Policy attached hereto.

Section 5 - Vacation Leave

- (a) All full-time employees shall be entitled to annual vacation leave in accordance with the following schedule:

Less than 1 year as of July 1	pro-rated per Section 5(d)
Completed between 12 months and 59 months service as of July 1	10 days
Completed between 60 months and 180 months service as of July 1	15 days
Completed more than 180 months service as of July 1	20 days

Beginning July 1, 2008, the employee's anniversary date of employment will be used to calculate vacation leave entitlement.

- (b) The above enumerated vacation days are credited to employees "up front" effective July 1 of each vacation year. Any vacation leave not used during the year shall be

forfeited. There are no provisions for carry-over of vacation leave from year-to-year. The vacation year is defined as July 1 through June 30. Although vacation days will be credited on July 1 of each contract year, vacation days will be considered earned monthly at a rate equal to the applicable number of vacation days set forth in section (a) above, divided by twelve (12). In the event that an employee retires or resigns from employment during a contract year, the employee shall reimburse the Board for any vacation days that have been taken but have not been earned in accordance with this provision, through an adjustment in the employee's final wage payment(s).

- (c) Full-time employees with five (5) or more years seniority may elect payment for up to 5 vacation days in lieu of taking said days as vacation leave, provided permission is first obtained from the Superintendent. Such election must be made by June 1.
- (d) Upon completion of the probationary period, probationary employees shall be granted a pro-rated number of vacation days based on the date their full-time employment began.
- (e) If an employee is eligible for fifteen (15) days or more of vacation under Section 5(a) above, the employee may use up to five (5) of such days when school is in session, subject to the approval of the Superintendent/designee. Decisions regarding such requests shall be based upon the operational needs of the district. Approval of such requests shall not be unreasonably withheld. Except by permission of the Superintendent/designee, all other vacation time must be taken when schools are not in session. Vacation time shall be taken in blocks of ten (10) days or less unless otherwise approved of by the Superintendent or his designee.
- (f) Subject to paragraph (d) above, vacations may be taken at the discretion of the employee with the prior approval of the Facilities Director or his designee. Such approval shall not be arbitrarily or capriciously denied. Requests for vacation time that are not responded to by the Facilities Director or his designee within five (5) working days shall be deemed approved. In cases of conflict, the senior employee will be given preference within a building in the choice of vacation time.
- (g) In the event of an employee's death, such accumulated vacation leave shall be paid in full and such payment shall be made to his/her dependent survivor or his/her estate, if there is no dependent survivor.

Section 6 - Union Leave

- (a) One (1) member of the Union Grievance Committee, and the grievant shall be granted leave from work, without loss of pay, for attendance at meetings and arbitration hearings between the Board and the Local for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty. Every effort will be made to schedule such meetings and hearing when such member and the grievant are not scheduled to be on duty so as to avoid any conflicts with job duties and responsibilities. In addition, the Local President, and the impacted individual where appropriate, will be allowed to leave from work for proceedings conducted by the State Board of Labor Relations pursuant to MERA. Also, when contract negotiations take place, every effort will be made to schedule negotiations sessions when Union Negotiations Committee members are not scheduled to work; if this cannot be accomplished, then negotiations shall take place at times so as to minimize the financial impacts on the Board.
- (b) The President of the Local, and one other member of the Local, shall be granted up to three (3) days of leave from duty without loss of pay per school year for Union conferences, seminars or conventions, provided the Board of Education receives proper and due notice.

Section 7 - Jury Leave

If a full-time employee is called for jury duty, the employee shall be paid the difference between the jury duty compensation rate and the employee's regular pay (as set forth in Appendix A) for the time the employee is required to serve.

Section 8

During inclement weather, if all necessary work has been performed, employees may apply to the Facilities Director or his/her designee for early dismissal with pay. The Facilities Director or his/her designee shall have the sole authority to approve or deny said application.

Section 9 - Workers' Compensation

- (a) Employees on Workers' Compensation shall receive from the Board, up to a maximum of twelve (12) months, any difference in pay that the employee receives from Workers' Compensation such that the employee suffers no loss in regular pay while on Workers' Compensation. If, prior to the end of the 12th month, the Board's Workers' Compensation carrier doctor indicates the employee will be able to return to full duty within six months he/she may continue to receive such paid difference until his/her return to duty or the passage of six months from receipt of the doctor's opinion, whichever is less. Thereafter, and for the duration of the Workers' Compensation, an eligible employee shall be paid at the rate provided for in the Workers' Compensation Act.

- (b) During the waiting period after an employee applies for Workers' Compensation, and while eligibility is being determined, the Board shall pay the employee's regular weekly wages and charge this period of time to sick leave, so long as such sick leave exists in the employee's sick leave account. If subsequently a determination is made that the employee is eligible for Workers' Compensation, the Board will be reimbursed by the employee from the proceeds of the Workers' Compensation and an adjustment will be made to the employee's sick leave account.
- (c) Employees injured in the course of their official duties and in the performance of their work when such injury is compensable under Workers' Compensation laws shall not be charged for sick leave while receiving Workers' Compensation.

ARTICLE XIV

CLOTHING ALLOWANCE

Section 1

Full-time employees shall receive an annual clothing allowance of \$200, to be paid and deposited separately, this amount shall be pro-rated for part-time employees. Each member shall be provided with five (5) long sleeve shirts and five short sleeve shirts. All employees will be required to wear these shirts as part of their work uniform. Employees will also be provided one jacket. All worn out items may be exchanged for new items at no cost to the employee. Replacement of lost items will be the responsibility of the employee.

Section 2

It is understood that employees may be subject to a dress code.

ARTICLE XV

LAYOFF AND RECALL

Section 1

In the event there is a reduction in or a proposed reduction in the number of employees, the Board shall notify the Union and Unit President and the affected employee(s) as soon as possible, but in no event less than fourteen (14) calendar days before the effective date of the layoff. Employees on family or medical leaves shall be so notified.

Section 2

The order of layoff for employees covered by this Agreement shall be within the job title as follows:

- (a) Probationary employees, part-time before full-time;
- (b) Regular part-time employees (based upon the following factors: seniority and qualification based upon job description) before regular full-time; and

- (c) Full-time employees, (based upon the following factors: seniority and qualification based upon job description). Provided, if an employee does not hold enough seniority to remain in his/her own classification, he/she shall have the privilege of bumping the junior employee in another classification with less seniority providing he/she is qualified to perform the job in question. If there are two or more bumps into the same classification then the bumps will be in inverse seniority of the employees being bumped (i.e., junior employee, next junior and so on). All bumps must be to a lateral or lower classification.

Section 3

Employees who are laid off under this Article shall have recall rights as follows:

- (a) The affected employee shall notify the Superintendent of Schools in writing at the time of layoff that he/she requests placement on a recall list.
- (b) Employees who are laid off shall have recall rights to return to his/her former job title.
- (c) For a period of twenty-four (24) months, the affected employee shall have the right to be recalled to the job title from which he/she was laid off, if a position in that job title should become vacant and the Board decides to fill said vacancy, or be reinstated to a position in a lower job which the Board seeks to fill if the employee is qualified.
- (d) No person shall be newly employed until all persons on the recall list have been notified by mail, and such persons either are offered re-employment, or declined such re-employment offer. An employee who declines an offer of re-employment shall forfeit recall rights. Full-time employees on lay-off shall not forfeit their recall rights for refusing a recall to a part-time vacancy. If a person on recall fails to respond to a letter notifying the employee of a recall opportunity within five (5) days of issuance of the letter, the employee shall lose recall rights.

Section 2

The Union shall be notified through the Unit President, in writing from the Board of Education, of the individual(s) who apply for all vacancies and including the individual awarded said position.

- (a) Effective with the signing of this Agreement, Job Descriptions shall be standardized for positions within the various classifications.

ARTICLE XIX TRANSFERS

Section 1

If the Board of Education determines a transfer is necessary due to personnel issues or potential Board of Education liability, the Board of Education shall have the right to immediately implement a transfer upon notification to the Union.

Section 2

Transfer opportunities shall be posted for five (5) days in the event of staff reorganization or a change in the workforce structure.

Section 3

In the event that a transfer is required solely for the purpose of reorganizing or restructuring the work force, the affected employee shall have the right to "bump" or exercise his or her seniority and move to an open position that he is deemed qualified for on the same shift on which he/she currently works. Should no qualified applicants apply for the position an involuntary transfer shall be made based on inverse seniority. In case of an involuntary transfer the affected employee shall be given ten (10) working days' notice prior to the transfer taking affect.

ARTICLE XX PERFORMANCE EVALUATIONS

The Board shall develop and administer periodically a performance evaluation process which shall measure and evaluate an employee's performance. The results of performance evaluations may not be grieved through the grievance procedure. When there is a disagreement on the contents of an evaluation a meeting may be scheduled to review the evaluation if the employee requests it in writing. The signing of an evaluation does not constitute agreement of the contents of the evaluation, it only signifies receipt.

ARTICLE XXI DURATION

Section 1

ARTICLE XVI
COMPLETE AGREEMENT/PRIOR PRACTICES

Section 1

It is understood and agreed that this Agreement contains the complete agreement of the parties, and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Board and the Union agree that each had full opportunity to raise issues and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this Agreement each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to in this Agreement.

ARTICLE XVII
NO STRIKE OR LOCKOUT

Section 1

The Union agrees that during the term of this Agreement it will not call or sanction nor will its officers, stewards or International Representatives call or sanction any strikes, walkouts, slowdowns or other interferences with work.

Section 2

The Board agrees that during the term of this Agreement there shall be no lockout.

ARTICLE XVIII
JOB VACANCIES

Section 1

Whenever there is a permanent opening in the bargaining unit, the job shall be posted for five (5) working days in all schools and a copy of the posting shall be furnished to the Union President. Interested full-time and part-time employees may apply in writing to the Personnel Office by the posted deadline. The Board shall first consider full-time internal applicants in filling the vacancy. The filling of such job openings shall be based upon consideration of the job description and all full-time applicants' qualifications, work history, and seniority. Work history shall be defined as an employee's documented disciplinary record and performance evaluations. Where the qualifications and work histories of full-time applicants are equal, the full-time applicant with the greater seniority will be given preference. If a full-time employee applied for and did not receive a promotion, the Board will send the full-time employee a letter stating the reason. In the event that all of the full-time applicants are deemed unqualified, based upon the job description and the applicants' qualifications and work histories, the Board will consider internal part-time applicants and external applicants for the position. Any employee who fills a vacancy under this section in the position of head custodian or night supervisor shall be subject to a thirty (30) working day probationary period. If the employee fails the probationary period, then the employee will be entitled to revert back to the position previously held, although not necessarily the same location.

This Agreement shall become effective on July 1, 2017 and shall remain in full force and effect through June 30, 2021.

Section 2

Negotiations for a successor agreement shall be in accordance with state statutes.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals as of the day and the year first above written.

SIGNATURE BLOCK

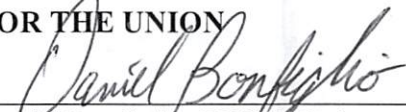
Dated at the Town of Branford, Connecticut this 21st day of June, 2017.

FOR THE BOARD OF EDUCATION


Superintendent of Schools


Chairperson, Branford Board of Education

FOR THE UNION


Daniel Bonfiglio, UPSEU Labor Relations Representative


Kevin E. Boyle, UPSEU President


Negotiation Team Member


Negotiation Team Member


Negotiation Team Member


Negotiation Team Member


Negotiation Team Member

BRANFORD BOARD OF EDUCATION
AND
UPSEU

MEMORANDUM OF AGREEMENT
RE: SICK LEAVE

The parties hereby agree to the following terms in conjunction with the negotiated modifications to Article XIII, Section 1 (Sick Leave).

1. Marc Collins shall be entitled to maintain the number of sick days listed on his pay stubs for the payroll period immediately following the date of the execution of the 1997-2000 Contract for purposes of sick leave usage under Article XIII, Section 1 (a) and (b) of the contract, subject to the following conditions.
 - (a) Marc Collins shall only be eligible to be paid for the maximum number of days set forth in Article XIII, Section 1 (d)/e) of the Contract (i.e., 100 or 15, whichever is applicable), upon normal retirement as set forth in said section of the Contract.
 - (b) If during his employment, Marc Collins seeks to use his accumulated sick leave days for a prolonged period of absence, the Board reserves the right to require medical documentation regarding the likelihood that the employee will be able to return to work; where it does not appear with a reasonable degree of medical certainty, that the employee will be able to return to work, nothing herein shall be interpreted so as to require the Board to continue paying the employee for sick leave except as applicable to all employees under Article XIII, Section 1 (d)1(e).
2. The parties hereby agree that with respect to all employees in the bargaining unit, other than the employee named herein, the maximum accumulation of sick days shall be as set forth in Article XIII, Section 1(a) of the Contract regardless of what clerical or payroll records may indicate.

APPENDIX A

Wages

	2017-2018	2018-2019	2019-2020	2020-2021
Position	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Head Custodian BHS, WIS & K-4	33.44	34.28	35.14	36.02
Maintenance Tradesman	33.44	34.28	35.14	36.02
Maintenance Man	29.18	29.91	30.66	31.43
Third Shift Supervisor	28.12	28.82	29.54	30.28
Second Shift Supervisor	27.32	28.00	28.70	29.42
Groundskeeper Supervisor	26.53	27.19	27.87	28.57
Third Shift Custodian	26.36	27.02	27.70	28.39
Second Shift Custodian	25.56	26.20	26.86	27.53
Flexible Floater	25.56	26.20	26.86	27.53
First Shift Custodian/Groundskeeper	24.76	25.38	26.01	26.66
I.N., C.O. & Part Time Custodian	18.05	18.50	18.96	19.43

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Appendix B

Branford BOE - Custodians

LUMENOS HEALTH SAVINGS ACCOUNT

THIS IS A BRIEF SUMMARY OF THE BENEFITS COVERED UNDER THE LUMENOS PLAN. IT IS NOT INTENDED TO BE A COMPLETE LIST OF BENEFITS

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (<i>single/ family</i>)	\$2,000 / \$4,000	
Coinsurance	Not applicable	20%
Out of Pocket Maximum (<i>single/ family</i>)	\$2,000 / \$4,000	\$4,000/\$7,150
Lifetime Maximum	Unlimited	Unlimited
Single Deductible must be satisfied before any Covered Services		
PREVENTIVE CARE	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
Well child care	No cost share	Deductible & Coinsurance
Adult Physical examinations	No cost share	Deductible & Coinsurance
Other Preventive Screenings:		
Routine gynecological care: pap smear & pelvic exam	No cost share	Deductible & Coinsurance
Mammography, Prostate, colorectal, colonoscopy, lipid & diabetic	No cost share	Deductible & Coinsurance
Routine Hearing & Vision screening	No cost share	Deductible & Coinsurance
Immunizations and Vaccinations (other than those needed for travel)	No cost share	Deductible & Coinsurance
HOSPITAL SERVICES		
All Inpatient Admissions	Deductible	Deductible & Coinsurance
Specialty Hospital 100 days per member per Calendar Year –additional visits are available once maximum is met, subject to Out of Network cost shares	Deductible	Deductible & Coinsurance
Outpatient Surgery in a licensed ambulatory surgical center	Deductible	Deductible & Coinsurance
DIAGNOSTIC SERVICES		
Diagnostic lab and x-ray	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
THERAPY SERVICES		
Outpatient Rehabilitation Outpatient Rehabilitation and restorative physical, occupational, speech and chiropractic therapy for up to 50 combined visits per Calendar Year. Additional visits are available once maximum is met, subject to Out of Network	Deductible	Deductible & Coinsurance

cost shares.		
Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Allergy Injections – Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance
MEDICAL EMERGENCY/URGENT CARE SERVICES		
Emergency Room Treatment Emergency cost share waive if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible & Coinsurance
Ambulance- Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible & Coinsurance
PHYSICIAN MEDICAL/SURGICAL SERVICES		
Medical Office Visits	Deductible	Deductible & Coinsurance
Services of a Physician or Surgeon (Other than a medical office visit.	Deductible	Deductible & Coinsurance
	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
Outpatient Treatment for Mental Health Care and Substance Abuse Care	Deductible	Deductible & Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or a Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
OTHER MEDICAL SERVICES		
Skilled Nursing Facility Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
Private Duty Nursing Limited to \$15,000 per Plan Year	Deductible	Deductible & Coinsurance
Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance
Prescription drugs – (when purchased from network pharmacy) Retail Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply. Mail Order Prescription Drugs: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90 day supply. Diabetic drugs and supplies	Deductible Deductible Deductible	Deductible & Coinsurance Deductible & Coinsurance Deductible & Coinsurance

Human Organ and Tissue Transplant Unlimited Maximum	Deductible	Deductible & Coinsurance
Home health care Nursing and therapeutic services limited to 200 visits per calendar year	Deductible	Deductible & Coinsurance
Home health aide services limited to 80 visits that are (applicable to the 200 visits limit)	Deductible	Deductible & Coinsurance
In the Home Hospice Medical Social Services under the direction of a Physician Up to \$420	Deductible	Deductible & Coinsurance

Infusion Therapy Unlimited lifetime maximum	Deductible	Deductible & Coinsurance
Durable Medical Equipment and Prosthetic Devices Hearing Aid Coverage Available for dependent children age 12 years and under with a maximum of \$1,000 within a two year period Diabetic equipment and supplies	Deductible	Deductible & Coinsurance
Ostomy Related Services	Deductible	Deductible & Coinsurance
Hospice Care (Inpatient)	Deductible	Deductible & Coinsurance
Wig Up to \$500 maximum per Member per Plan Year		
Specialized Formula	Deductible	Deductible & Coinsurance
Infertility Services Office Visits Outpatient Hospital Inpatient Hospital Infertility Drugs The maximum supply of a drug for which benefits will provided when dispensed under any one prescription is 30 day supply	Deductible	Deductible & Coinsurance
Maternity	Deductible	Deductible & Coinsurance

Dependent Maximum age is 26 years.

Notes to Benefit Descriptions

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.

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

**Custodians 800537-050/066
Flex Dental Plan**

Benefit Period	-INDIVIDUAL PER CALENDAR YEAR
Deductible	-APPLIES TO CATEGORY 1, 2 & 3
Individual Deductible	-\$25 PER MEMBER PER CALENDAR YEAR
Family Deductible	-\$75 PER FAMILY PER CALENDAR YEAR
Calendar Year Maximum	-\$1250 PER MEMBER (APPLIES TO CATEGORIES 1, 2 & 3)

DIAGNOSTIC AND PREVENTIVE SERVICES(PAYABLE 80% MAA)***Category 1***

Initial Oral Exams- 1/36 months	Space Maintainers-to age 19
Periodic Oral Exam- 2/yr.	X-rays
Prophylaxis - 2/yr	Emergency Treatment
Topical Application of Fluoride- 2/yr. to age 19	

BASIC SERVICES (PAYABLE 80% MAA)***Category 2***

Repair Dentures-1/Yr	
Oral Surgery	Recement Crown
Fillings	Recement Bridge
Endodontics	Repair Bridge
Stainless Steel Crowns - Primary Teeth	Relining of Dentures-1/2 Yrs
Extractions	Periodontics
Anesthesia	

MAJOR SERVICES (PAYABLE 50% MAA)***Category 3***

Prosthodontics - 1/tooth/5 Yrs	Crowns-1/tooth/5 Yrs
Inlays - 1/tooth/5 Yrs	Post and Core 1/tooth/5 Yrs
Onlays- 1/tooth/5 Yrs	

We take the "hassle" out of submitting claims. When receiving care from one of over 2,200 Participating Dentists, the member simply presents an identification card showing

dental coverage. The dentist arranges to bill us directly for all covered services.

For dental care provided by Participating dentists, we pay an amount equal to the dentist's usual, customary and reasonable charge for covered services as payment in full.

For covered dental services provided by a non-participating dentist, in or out of Connecticut, we pay either an amount equal to the dentist's usual charge for the average, usual, customary and reasonable charge as determined by us, whichever is less.