AGREEMENT

BETWEEN

GLASTONBURY BOARD OF EDUCATION

AND

UE LOCAL 222, CONNECTICUT INDEPENDENT LABOR UNION LOCAL #27

CUSTODIAL/MAINTENANCE AND GENERAL SERVICE EMPLOYEES' UNION

July 1, 2018-June 30, 2022
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PREAMBLE

This Agreement entered into by Glastonbury Board of Education, hereinafter referred to as the Employer or the Board, and Glastonbury Custodial/Maintenance and General Service Employee's Union, UE Local 222, CILU/CIPU, CILU #27 affiliated with the United Electrical, Radio and Machine Workers of America (UE), hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

UNION RECOGNITION

1.1 For the purposes of this Agreement, the term "Union" shall refer to UE Local 222, CILU/CIPU and its sub local CILU #27 affiliated with the United Electrical, Radio and Machine Workers of America (UE).

1.2 The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours and other conditions of employment for all of its custodial, maintenance, mechanics, dispatchers and general service drivers, except seasonal and part-time employees [defined as an employee who regularly works less than twenty (20) hours per week in a position authorized by the Board.]

1.3 The Union shall furnish the Board with a list of its officers, executive committee members, stewards and alternate stewards, shall notify the Board of the area of representation of each steward and shall notify the Board as soon as possible in writing of any changes. Such notification shall be sent to the Superintendent. No officer, executive committee member, steward or alternate steward shall be recognized by the Board until such written notification of his/her appointment shall be received by the Board from a duly authorized officer of the Union.

ARTICLE II

BOARD PREROGATIVES

2.1 It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Glastonbury in all its aspects, including, but not limited to, the following: to maintain all public schools and such other educational activities as in its judgment will best serve the interests of the Town of Glastonbury; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus, and other property used for school purposes; to determine the type of work to be performed; to assign all work to employees or other persons; to determine shift schedules and hours of work; to select, hire and demote employees; including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of
Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for just cause; to promote, transfer and layoff employees; to prepare and submit budgets to the Town and to allocate monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this Agreement.

ARTICLE III

UNION SECURITY AND DUES DEDUCTION

3.1 Every employee covered by this Agreement must, for the life of this Agreement after the grace period described in Section 2 below, satisfy an obligation to the Union as the unit’s exclusive bargaining representative. Under this Agreement, employees must choose one of the two ways of satisfying this obligation, as described below. Every employee has the right to make this choice free of interference, restraint, or coercion:

a. Full Union membership: The employee chooses to join the Union as a full member, is subject to all rights and duties accorded members, and, as a condition of employment, must pay the full initiation fee (if applicable) and uniform periodic dues charged by the Union.

b. Agency Fee payer: The employee does not become a full member of the Union, and thus is not entitled to the full range of rights and duties of Union membership; further, the employee informs the Union that he/she objects to the Union’s spending part of the dues and fees collected under this Agreement for activities not germane to its role as the exclusive bargaining representative; this employee must, as a condition of continued employment, pay the percentage of fees and uniform, periodic dues used for activities germane to the Union’s status as the unit’s exclusive bargaining representative. The Union must provide this employee with information about its expenditures and this employee may challenge the Union’s information.

3.2 Each employee covered by this Agreement, who is not a full member of the Union on the effective date of this Agreement (or hire date, if applicable), has the right to a “grace period” of twenty-nine days in which to choose his/her status. Thus:

a. For all employees who are in the unit and are not full Union members on the effective date of this Agreement (or the Agreement’s date of execution, whichever is later), their chosen status, and their obligation to pay dues and fees, shall begin on the thirtieth day after the effective date of this Agreement (or the Agreement’s date of execution, whichever is later).

b. For all new employees who are hired into the unit during the Agreement’s life and are not full Union members on the date of hire, their chosen status, and their obligation to pay dues and fees, shall also begin on the thirtieth day after their date of hire (or the Agreement’s date of execution, whichever is later).
3.3 Employees in the unit who are full Union members on this Agreement’s effective date or, if hired during this Agreement’s life, on their date of hire, do not receive the grace period. For these full Union members, their obligation to the Union is continuous and is not affected by this Agreement, although they are free to change their status.

3.4 Employees may elect to change their chosen status upon appropriate written notice to the Union once per year in the month of June. Such change will take effect in the first pay period in August.

3.5 The Board agrees to deduct from the pay of its employees, who have signed an authorization card, dues or service fees as noted above. Such deductions shall continue for the duration of this Agreement or any extension thereof, but may be discontinued upon the written request of an employee thirty (30) days in advance.

3.6 The dues so deducted and forwarded monthly to the Union shall be accompanied by a list of the names of all employees from whose wages such dues deductions have been made.

3.7 The duly authorized financial officer of the Union shall certify to the Board the amount to be deducted periodically from the wages of such employees. If the amount so certified is to be changed, the amount to be deducted from the wages of an employee who has authorized deductions shall not be increased or decreased until thirty (30) days after written notice of such change has been received by the Superintendent from the duly authorized financial officer of the Union.

3.8 The Union agrees that it will indemnify and save the Board harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the Board in accordance with the terms of this Article or in reliance upon the authorization described herein.

ARTICLE IV

SENIORITY

4.1 Seniority shall be defined as the employee's total length of continuous service in a bargaining unit position with the Glastonbury Board of Education.

4.2 Seniority shall be considered broken and the employee shall forfeit all rights and benefits under this Agreement for such reasons as resignation or separation, discharge, layoff of more than two (2) years, absence for more than one (1) year due to injury or illness, excluding injuries or illnesses arising out of or in the course of employment, authorized leave, military leave, vacation, personal leave, or suspension for one (1) year or more, overstaying a leave of absence and/or taking a leave of absence for the purpose of working at another occupation.

4.3 No employee shall attain seniority rights under this Agreement until he/she has been employed continuously in a particular position of the payroll of the Board for a period of ninety (90) days. During such period, he/she shall be on probation and may be terminated by the Board in its sole discretion for any reason whatsoever, and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance procedure provisions of this Agreement.
4.4 In the event the Board determines that a reduction in force is necessary, employees shall be laid off by seniority within the affected classification, with the least senior employee within such position classification being laid off first. In the event of a layoff, the Human Resources Manager shall give written notice to the employee and to the Union of any proposed layoff and the reasons therefore not less than five (5) weeks prior to the effective date of such action.

4.5 An employee who has been laid off may assume a position according to the following replacement procedure:
   a. May displace the least senior employee in any lower classification in which he previously held a full-time position.
   b. May displace the least senior employee in any lower classification for which he is qualified.

4.6 Laid-off employee(s) shall be recalled in the inverse order of layoff. No new employee shall be hired until all qualified laid-off employee(s) have been given an opportunity to return to work. Laid-off employee(s) shall be retained on a recall list and maintain their seniority status in the classification at the time of layoff for a period not to exceed two (2) years. An employee who refuses or does not respond to a recall shall lose further recall rights. Notice of recall will be sent by certified mail to the employee's last-known mailing address.

4.7 The Board shall maintain and furnish the Union President, on an annual basis, by October 1st, a list of employees, by department, showing their length of employment with the Board. The names and starting dates of new employees shall be sent to the Union President within two weeks of hire.

ARTICLE V

VACANCIES, TRANSFERS AND PROMOTIONS

5.1 Vacancies. All openings for regular bargaining unit positions shall be emailed to employees ten (10) working days, prior to public announcement. Notices shall include position descriptions and statements of qualifications. Qualified bargaining unit members shall be given consideration for vacant positions in accordance with their ability, skill and seniority.

5.2 Transfers. Employees desiring to apply for position vacancies shall file application in writing with the School Human Resources Manager within the time limits specified in the notice. Consideration shall be given to internal transfer requests prior to filling the vacancy. Nothing in this document shall be construed to imply tenure of position or location.

5.3 Promotions.
   a. Opportunities for job(s) at greater pay should be made available to employees on the basis of their ability, skill and seniority, provided they can fully perform the work, before any person outside the bargaining unit shall be hired for such job. Notwithstanding the above, promotion to foreman may be made by the Board in its discretion without regard to the bargaining unit.

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b. Promotion to head custodian or maintainer will be based on ability, skill and seniority. The Board's decision to promote the head custodian will be final, provided it does not act unreasonably, arbitrarily or without reason in fact. Within five (5) working days of the decision, employees denied a transfer/promotion, shall be notified of the denial and the reasons why. The Business Office will endeavor to fill a transfer/promotion within forty-five (45) days whenever practicable. After sixty (60) days, if the person given the promotion is not working in that position or location he/she will be given the pay for that promotion.

5.4 Each employee, upon appointment or promotion, and thereafter upon request, shall be given a copy of his/her job description.

5.5 Any employee who performs the work of a higher classification with the prior approval of the Human Resources Manager shall, commencing with the first work day, be paid for such actual work at the rate as provided for such higher classification. In the event that the Human Resources Manager is absent from the District, he/she may designate another individual to grant such approval.

ARTICLE VI

SALARIES, HOURS OF WORK AND OVERTIME

6.1 Salaries. Effective July 1, 2018, through June 30, 2022, each full-time employee shall be paid wages pursuant to Appendix A.

6.2 Hours of Work.

The regular work schedule for full-time employees covered by this Agreement shall be eight (8) hours per day and forty (40) hours per week Monday through Friday for fifty-two (52) weeks per year.

6.3 Overtime.

a. Time and one-half shall be paid for all hours worked after forty (40) hours in one week. Double time shall be paid for all hours worked on any Sunday.

b. When an employee is called into work outside his/her regularly scheduled hours of work, he/she shall be compensated for a minimum of three (3) hours at the applicable rate, except that for Thanksgiving, Christmas, New Year's and Independence Day, the employee shall be compensated a minimum of four (4) hours at the applicable rate.

c. The Board shall endeavor to distribute overtime among Custodians and Maintenance employees equally within each school and general service employees within each classification. If Custodians regularly assigned to that school are not available, then employees in other schools will be given an opportunity to share in the overtime work.
6.4 *Longevity*

Effective July 1, 2010, all regular full-time employees shall be entitled to longevity pay in recognition of their length of service in accordance with the following schedule:

Completion of five (5) years $250.00
Completion of ten (10) years $500.00
Completion of fifteen (15) years $1,000.00
Completion of twenty (20) years $2,000.00

a. Years of service shall be determined by the anniversary date of employment. The employee shall receive longevity pay for the fiscal year within the year of service shown on the longevity schedule.

b. Longevity payments will be made during the month of August by separate check or upon separation from employment, whichever occurs first.

**ARTICLE VII**

**HOLIDAYS**

7.1 All employees shall receive with pay the following holidays:

- New Year's Day
- Martin Luther King Day
- Floating Holiday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving
- Day after Thanksgiving
- Christmas
- Veterans' Day/Floating Holiday*

* Employees who are veterans may take Veterans' Day as a holiday so long as adequate staffing levels are maintained.

New Year's Day and Christmas Day shall be celebrated on January 1, and December 25, even if these holidays fall on Saturday or Sunday, for the purpose of the payment of overtime. Otherwise, if a legal holiday falls on a Saturday or Sunday, it shall be considered celebrated on the day off granted in lieu thereof.
a. Payment for a holiday will be subject to the employee working both the day before and the
day after the specified holiday, unless the employee is on approved paid leave.

b. If a holiday occurs during a paid vacation of any employee, he/she shall be entitled to an
additional day with pay.

c. If Christmas, December 25th or New Year's Day, January 1st is preceded by a workday,
employees will only be required to work a half day on such workday.

d. Subject to meeting the requirements of (a) above, any employee required to work on a
holiday specified as a paid holiday shall be paid one and a half times the hourly rate of pay
in addition to holiday pay, except that for Thanksgiving, Christmas, New Year's Day, and
Independence Day, the employee shall be paid twice the hourly rate in addition to holiday
pay. If (a) above has not been satisfied, overtime shall be paid in accordance with Article
VI, Salaries, 6.3.

e. Holidays shall be defined as the twenty-four (24) hour period commencing at midnight
before the holiday and ending at midnight on the holiday. Holiday pay shall only be
earned for the hours worked on the holiday, regardless of when an employee's shift begins
or ends.

f. Employees shall request use of floating holidays one day in advance.

7.2 a. When a specified holiday falls on a Saturday, the holiday leave shall be granted on the
preceding scheduled work day.

b. When a specified holiday falls on a Sunday, the holiday leave shall be granted on the next
scheduled work day.

c. If the preceding scheduled work day or the next scheduled work day is a day when school
is in session, the parties shall agree upon a mutual alternate date for said holiday.

ARTICLE VIII

VACATIONS

8.1 Twelve (12) month, full-time employees shall earn vacation time as follows:

a. Each twelve (12) month (52) week, full-time employee is entitled to two (2) weeks
vacation with pay after completion of one (1) full year of employment. If the employment
is terminated within the first year of employment, the employee will be entitled to one (1)
day for each month worked less two (2).

b. After five (5) full years of employment as a twelve (12) month, full-time continuous
employee, the employee shall be granted three (3) weeks of vacation with pay.
c. After ten (10) years of full-time continuous employment, each employee shall earn one (1) additional vacation day for each year completed until a maximum of five (5) weeks annual vacation days are reached.

d. Regular part-time employees who work more than twenty (20) hours per week in a position authorized by the Board shall be entitled to a prorated vacation.

8.2 Employees shall be permitted to accrue up to fifteen (15) vacation days and shall be so compensated when employment is severed for whatever reason.

8.3 Each employee who maintains perfect attendance not interrupted by sick leave, unauthorized absences or leave of absence without pay during an identified quarter of the year (three (3) months) shall receive one earned day. A maximum of four (4) days can be earned during a year except for employees who have earned maximum sick leave accrual, they shall receive a fifth earned day after four (4) quarters of perfect attendance during a year. Scheduled use of earned days must be approved in advance and earned days may be requested only for any days when school is not in session. An earned day(s) must be used by the end of the summer vacation period following the end of the fiscal year in which it was earned.

8.4 No more than ten (10) Custodians, four (4) Maintainers and three (3) Bus Yard employees may take the same vacation day when school is in session. With respect to the Bus Yard employee group, at least one (1) employee per job category (dispatcher, mechanic, and general service driver), must be available to work on any school day.

8.5 Employees shall request the use of vacation days at least one (1) day in advance. For vacation requests of more than three (3) days at a time, employees shall request this vacation at least three (3) days in advance.

**ARTICLE IX**

**SICK LEAVE**

9.1 Regular twelve (12) month (52 week) employees may receive full salary when absent because of illness for fifteen (15) working days in each period from July 1 through June 30, and thirty (30) working days at three-quarter (3/4) pay each year. The maximum sick leave which can be earned by any employee is one hundred twenty (120) days at full pay and one hundred eighty (180) days at three-quarters (3/4) pay. During the first year of employment, employees earn three (3) days per month at full pay, to a maximum of fifteen (15) days for the first year. Likewise, partial pay sick leave accrues at the rate of three (3) days per month to a maximum of thirty (30) days for the first year. Payroll deductions for absence due to sick leave will be made on the basis of the number of accrued days. Earned sick leave begins with the first day of employment. Unused sick leave each year will be deducted from totals carried over.
9.2 The Human Resources Manager shall grant sick leave to each employee who is incapacitated for
duty to the extent that such leave has been accrued. Each employee shall be notified of his/her
accumulated sick leave, in Frontline, on October 1st of each year.

9.3 In the event of chronic or extended absence due to illness or suspected misuse of sick leave, an
employee may be required by the School Human Resources Manager to submit a physician's or
practitioner's certificate indicating the nature of the illness and certification of the employee's
ability to return to work.

9.4 The Board shall grant a family and medical leave of absence pursuant to Appendix B attached and
made part of this Agreement.

**ARTICLE X**

**MISCELLANEOUS LEAVE TIME**

10.1 Personal Leave.

   a. A twelve (12) month employee shall be granted six (6) days of Personal Leave without loss
      of pay in any school year for absence caused by death in the immediate family, care of ill
      members of the immediate family, attendance at funerals of the immediate family, or
      religious days of obligation as required by Church law. The immediate family shall be
      defined as mother, father, husband, wife, child, brother, sister, father-in-law, mother-in-
      law, grandparent, grandchild, legal guardian, or any other relatives in the same household.
      Permission for this leave shall not be unreasonably withheld.

   b. Within the six (6) day limit prescribed above, leave for up to one (1) working day may be
      granted by the Human Resources Manager for attendance at a funeral of a relative or
      acquaintance not covered in Paragraph 10.1a. Permission for this leave shall not be
      unreasonably withheld.

   c. Within the six (6) day limit prescribed above, a twelve (12) month employee may be
      allowed two (2) days of personal leave without loss of pay, providing he/she notifies the
      Human Resources Manager twenty-four (24) hours in advance stating the reason for the
      requested absence. Granting of permission for this day shall not be reasonably withheld.

   Personal leave days may be used in one-quarter (1/4) day segments. Personal leave shall not be
   carried over from year to year.

10.2 Jury Leave. Whenever an employee is called for jury duty, the Board shall pay such employee full
salary less pay received from court.

10.3 Unpaid Leave. Full-time employees may request a leave of absence, without pay, for up to one (1)
year with no loss of seniority or benefits accrued as of the date the leave begins. Such leaves shall
be granted at the discretion of the Human Resources Manager. During such leave an employee
shall be permitted to continue group insurance at his/her own cost.
10.4 Injury Leave.

a. Injury leave as distinguished from sick leave shall mean leave given to an employee due to absence from duty caused by an accident, injury or sickness that occurred while the employee was engaged in the performance of his/her duties.

b. The Board shall supplement payments due an employee under Workers’ Compensation Insurance so that the employee will receive full pay during his/her absence.

c. In the event of any injury causing temporary disability and absences of less than three (3) days, the employee shall receive his/her regular salary for such periods since payments are not made under Workers’ Compensation for such accidents.

d. All payments on injury leave shall be subject to the same rules and regulations as Workers’ Compensation Insurance and shall not be payable if the injury is the result of intoxication or willful misconduct on the part of the employee.

e. Injury leave shall not be charged to vacation or sick leave accruals.

10.5 Military Leave. Military leave shall be granted up to two (2) working weeks per year for all regular full-time employees who are also members of the National Guard or reserve components of the other military services of the United States when required to serve their annual tour of duty.

During this leave, the employee shall be paid only that portion of his/her regular salary which will, together with the military pay, equal his/her total normal salary for the same pay period. Normal full payroll deductions and Board contributions for insurance purposes shall be made by the Board to cover such periods.

10.6 Special Leave. The Board of Education recognizes the importance of continued professional growth for all bargaining unit staff. Employees may be granted special leave with full pay to attend conferences, conventions, courses of study, and/or other forms of professional improvement, all of which will contribute to or increase the knowledge of the employee with regard to the job or position. Attendance must be approved by the Human Resources Manager or his/her designee.
ARTICLE XI

INSURANCE

11.1 Employees may elect to participate in one of the following insurance options:
a. Anthem Blue Cross/Blue Shield Century Preferred Plan (PPO) with a twenty dollar ($20) office visit co-pay and prescription co-pays as follows:

- **Prescriptions:** $3 mail order, $15 generic, $30 brand name
  - Annual maximum – $2,000
- **In-patient Co-pay:** $250
- **Out-patient Co-pay:** $100
- **Emergency Room:** $75

b. Connecticare HMO with a twenty dollar ($20) office visit co-pay and prescription co-pays as follows:

- $10 30-day supply generic
- $10 brand name (plus differential from generic, unless pre-authorized by Connecticare)
- $30 up to 100-day supply generic mail order (after two $10 co-pays for mail order generic)
- **In-patient Co-pay:** $250
- **Out-patient Co-pay:** $100
- **Emergency Room:** $100

c. Blue Care Plus Option I HMO with a fifteen dollar ($15) office visit co-pay and prescription co-pay as follows:

- **Prescriptions:** $3 mail order, $15 generic, $30 brand name
  - Annual maximum – unlimited
- **In-patient Co-pay:** $250
- **Out-patient Co-pay:** $100
- **Emergency Room:** $75

d. Anthem High Deductible/HSA. The plan includes:
   - Annual Deductible: $2,500/$5,000.
   - Board Contribution to Deductible: $1,250 Employee only $2,500 Employee +1/Family
   - 100% coverage for preventative/routine care.
   - Board shall make contribution to employee’s account on July 1st of each year.

e. Connecticare High Deductible/HSA
   - Annual Deductible: $2,500/$5,000.
   - Board Contribution to Deductible: $1,250 Employee only $2,500 Employee +1/Family
   - 100% coverage for preventative/routine care.
   - Board shall make contribution to employee’s account on July 1st of each year.
To be eligible to receive the benefits set forth in Section 11.1 above, the employee shall annually contribute the following amount for such benefits:

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<tr>
<td>a. Century Preferred (PPO):</td>
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<td>b. Connecticare (HMO):</td>
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<td>c. Blue Care Plus Option I (HMO):</td>
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*Employees employed on or after July 1, 2010 shall be required to take one of the two High Deductible plans.

The amount of employee contribution is to be deducted from the first two paychecks of each month.

11.2 The Board of Education agrees to pay a percentage equal to medical coverage for the individual, employee plus one dependent or family premium for the Blue Cross Full-Service Plan Rider for Dental Care, including Riders A, B, C and D. Dependent children are eligible for Dental coverage through the age of 25.

11.3 Employees who are retiring may continue participation in the Health Insurance Plan as specified in this Article by paying to the Board 100% of the applicable premium on a monthly basis. Such eligibility for participation by retired employees shall cease when the employee becomes Medicare eligible.

11.4 All insurance benefits and services shall be subject to an "or equal" provisions which shall allow the Board to effect whatever economies it may deem appropriate, provided there is no decrease in the benefit or services that is negotiated.

11.5

a. Effective July 1, 2005, the Board will provide each employee with term life insurance in the amount of seventy-five thousand dollars ($75,000).

b. Effective July 1, 2007, the Board will provide each employee with term life insurance in the amount of one hundred, twenty-five thousand ($125,000.)

11.6 The Town of Glastonbury Retirement Income Plan, a contributory plan, shall be available to each employee in accordance with its terms and conditions. Effective July 1, 2018, the employee contribution will be 4.75%. Effective July 1, 2019 the employee contribution will be 5.25%; effective July 1, 2020, the employee contribution will be 6%; effective July 1, 2021, the employee contribution will be 6.75%.

11.7 Effective January 1, 2006, the Board will provide the same disability insurance as for the administrators and non-contract personnel at no cost to the employees.
ARTICLE XII

DISCIPLINARY PROCEDURE

12.1 All disciplinary action must be for just cause, and shall be applied in a fair manner.

12.2 Disciplinary actions shall generally follow the following order:
   a. Documented Verbal Warning
   b. Written Warning
   c. Suspension and/or Discharge

12.3 A written notice of any disciplinary actions shall be provided to the employee with a copy to the Union President no later than seven (7) working days after such action is taken.

ARTICLE XIII

GRIEVANCE PROCEDURE

13.1 The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the conditions of employment of employees. All parties agree that these proceedings shall be kept as confidential as is appropriate. Nothing in this contract shall be construed as limiting the right of any employee having a grievance or problem to discuss the matter informally with any appropriate member of the administration or with the Superintendent.

13.2 A grievance, for the purpose of the first four steps below, shall be interpreted as a written claim based upon an alleged violation of the application or interpretation by the administration of existing Board policy or provision of this contract as such event or condition may affect the salary or conditions of employment of an employee. Employees are encouraged to participate in any grievance related to discipline of such employee including but not limited to attending meetings related to such grievances. The fifth step is limited to grievances based upon the interpretation or application of a provision of this contract or grievances involving the discipline of an employee.

13.3 It is understood that employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

13.4 Procedure.
   a. Step One: Human Resources Manager
      1. Employee presents a written statement of the grievance to the Human Resources Manager within fifteen (15) workdays of the event giving rise to the grievance.
      2. The Human Resources Manager issues a written decision within fifteen (15) workdays of receipt of the statement of the grievance.
b. **Step Two:** Superintendent of Schools.

1. When the answer from Step 1 does not resolve the grievance, the employee delivers a request for appeal to the Superintendent of Schools within ten (10) workdays of receipt of the Step 1 decision.

2. The Superintendent of Schools meets with the employee within ten (10) workdays of receipt of the grievance appeal.

3. The Superintendent of Schools issues a written decision within fifteen (15) workdays of such meeting.

c. **Step Three:** Board of Education.

1. When the answer from Step 2 does not resolve the grievance, the employee files a request for appeal to the Board with the Superintendent of Schools or Human Resources Manager within ten (10) workdays of receipt of the Step 2 decision.

2. The Board and the Superintendent of Schools or the Human Resources Manager may meet with the employee within twenty (20) workdays of receipt of the appeal by the Superintendent of Schools or the Human Resources Manager.

3. If a meeting occurs, the Board of Education issues a written decision within twenty (20) workdays of such meeting.

d. **Step Four:** Mediation.

1. Absent satisfactory resolution at Step 3, the Union may petition the State Board of Mediation and Arbitration within ten (10) workdays of the receipt of the decision of the Board. The petition may request the assistance and intervention of the State Board of Mediation and Arbitration in resolving the grievance. If such a petition is filed, the parties agree to meet with representatives of the State Board of Mediation and Arbitration and attempt to resolve the grievance through conciliation and compromise. The mediator shall be requested to make a recommendation on the grievance after learning of the position of the parties. His/her recommendation may be forwarded to the Board for reconsideration at the option of the employee.

2. It is expressly agreed and understood that any recommendation or action taken under this level shall be advisory only and shall not obligate the Board to resolve the grievance in a certain manner if, in the Board's opinion, a different result should obtain. The Board shall not be obligated to pay employees for time spent at the mediation level, except as provided for in Section 13.5a.
e. **Step Five** Arbitration (limited to grievances based upon the interpretation or application of a provision of this contract or grievances involving discipline of an employee).

1. If the Union is not satisfied with the result from Step Four, or if the Union decides not to petition for mediation, it may submit the grievance to the State Board of Mediation and Arbitration. The request for arbitration shall be filed within twenty (20) working days of the receipt of the answer to Step Four. The Board may elect to remove a grievance from the State Board to the American Arbitration Association (AAA) provided that the Board assumes all costs associated with such removal. If the Board wishes to select AAA to hear the grievance, it shall so notify the Union within ten (10) days of receipt of the Union's written notice of intent to proceed to Arbitration. In the event that the Board does not so notify the Union within ten (10) days, it shall waive its right to select AAA to hear the grievance.

2. The parties may, upon mutual agreement, use the expedited arbitration procedure of the CSBMA.

3. The arbitrator shall, within thirty (30) calendar days after the hearing, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusions in the issue submitted.

4. The arbitrator shall limit himself/herself to the issue submitted. He/she shall not add to, delete from or modify in any way any of the provisions of the Agreement. The decision of the arbitrator shall be binding upon both parties and all employees unless the same is contrary to law.

5. Fees and expenses of the arbitrator shall be borne equally by the Board and the Union.

13.5 **General:**

a. One Union representative/steward from the bargaining unit shall be permitted to process grievances and represent employees at each step of the grievance procedure. Such representation shall not result in a loss of pay to the grievant or to the representative. The Union representative/steward shall notify management of the need to attend grievances as provided in this section.

b. The time limits may be extended or waived only by mutual agreement of the parties.

c. A grievance once formally submitted to this procedure shall be terminated either by agreement of the parties concerned or by failure of the grievant or the Union to refer the grievance to the next level within the applicable time limit.

d. If the employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher step, and the same time limits apply as if the Employer's answer had been timely filed on the last day.
ARTICLE XIV

HEALTH, SAFETY AND CLOTHING

14.1 A joint Safety Committee shall be formed by the Board and the Union and shall meet upon request of either party to review and recommend safety and health conditions.

14.2 The Board will reimburse a bargaining unit employee up to five hundred dollars ($500), or the amount of the employee's personal insurance deductible, whichever is less, for any personal property damaged, stolen or destroyed on Board property in the course of employment during working hours where such damage is not due in whole or in part to employee negligence. The Board's liability in this respect shall not exceed five hundred dollars ($500) to any one (1) person per incident, or five thousand dollars ($5,000) per school year. Claims will be paid each June. If the claims exceed five thousand dollars ($5,000), the Board may, in its sole discretion, make additional reimbursements upon request, and may prorate claims as needed to meet the five thousand dollar ($5,000) limit or any increase thereof which it may approve.

14.3 The Board of Education will provide a list of acceptable clothing, including work shoes, to be purchased on behalf of each employee up to a total of $500 per year, per employee. Every employee will be required to wear only the clothing on the list when on the job.

14.4 The Board will provide seasonal jackets for each employee upon hiring and every three (3) years thereafter.

ARTICLE XV

OTHER EMPLOYMENT

15.1 The following provisions apply to employees who are volunteer fire and ambulance members:

a. Volunteer ambulance members may respond to calls only in extreme cases or emergencies.

b. When employees who are volunteer fire members are performing routine work for the Board, they shall be permitted to respond to all fire alarms for which their fire company is summoned. Routine work is defined as work which can be delayed or left without danger to the public or adverse effects on Board operations.

c. If employees are performing non-routine work they shall not respond to a fire alarm unless the fire is a house fire or unless the dispatcher calls for additional help.
ARTICLE XVI

MISCELLANEOUS

16.1 The Board will provide each employee with a copy of this Agreement within thirty (30) days after its signing. New employees will be given a copy of this Agreement at the time of hire. In addition, the Board shall provide four (4) original copies of this Agreement to the Union.

16.2 Bulletin board space shall be reserved at an accessible place in each school and the dispatch office for the exclusive use of the Union for the posting of official Union notices or announcements.

16.3 The Board agrees that there will be no lock-out of any employee during the life of this Agreement. The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown or stoppage of work during the period of this Agreement or any extension thereof.

16.4 The Union may schedule a one-half (½) day service program for employees during school shutdown.

16.5 Employees who are assigned to more than one (1) school or use their personally-owned vehicles for conducting school business shall be reimbursed for all mileage so driven at the current rate set by the I.R.S. effective July 1st following any change in the rate.

16.6 Each employee shall have the right to see and receive a copy of, at no cost to the employee; his/her personnel file by appointment with the Human Resources Manager or his/her designated representative. Such inspection shall occur at a mutually agreed upon time.

16.7 Employees shall continue to enjoy each right and benefit which they have enjoyed heretofore as a result of mutual understanding of the parties, unless such right and benefit is or has been specifically superseded by a provision of this Agreement, including but not limited to Article II, Board prerogatives.

16.8 Each employee shall be granted a thirty (30) minute break in his/her shift which includes any travel time. The 30-minute lunch break also includes any travel time. Break time and/or lunch time will not be taken in the last hour of an employee’s shift unless mutually agreed.

ARTICLE XVII

UNION TIME

17.1 a. Up to four (4) members of the Union Negotiating Committee will be allowed to attend meetings with the Board for purposes of negotiating a successor agreement with the Board during working hours without loss of regular pay. Union officials may attend meetings during working hours without loss of regular pay when such meetings are requested by representatives of the Board.

b. The Union agrees to provide the Superintendent or his/her designee with due notification that such representative(s) will be absent for participation in any negotiation session.
17.2 The parties further agree that during the term of this Agreement, officers of the Union may take up to one (1) day of paid leave and one (1) day of unpaid leave in the aggregate for attending education seminars on matters pertaining to duties and areas of interest to Union officers. Such leave may be taken in one (1) hour increments. Requests for leave shall be made forty-eight (48) hours in advance of taking such leave. The use of leave under this Article shall not impact earned time under Section 8.3 of this Agreement.

17.3 A Union officer shall be entitled to one half hour of time with all new hires for the purpose of orientation of newly hired employees without loss of pay.

**ARTICLE XVIII**

**SAVINGS CLAUSE**

18.1 Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof, directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate concerning a substitute for the invalidated article, section or portion thereof.

**ARTICLE XIX**

**RULES AND REGULATIONS**

19.1 Information about employees from either central personnel records or school records is not available to the public or to any member of the staff except authorized school employees, authorized agencies and as may be required by law. Information on credit inquiries will be limited to the employment status of employees. Any further request for information must be made in writing and submitted to the Superintendent.

**ARTICLE XX**

**PEACEFUL RESOLUTION OF DIFFERENCES**

20.1 The Union and the Board agree that any differences between the parties or matters relative to the Agreement shall be settled by the means herein provided. The Union, in consideration of this Agreement and its terms and conditions, shall not, during the term of this Agreement, engage in or condone any strike, work stoppage or other concerted refusal to perform any assignment on the part of any employee(s) represented hereunder, nor shall the Board sponsor any lockouts.
ARTICLE XXI

ON-CALL MAINTAINER / MECHANIC

21.1 The Maintainer/Mechanic who is "On Call," will be paid at the rate of one (1) hour per day to carry the portable cellular telephone.

21.2 When that employee is called into work outside his/her regularly scheduled hours of work, while "on call," he/she will be paid for a minimum of three (3) hours for each call for which he/she must return to the district. When a problem can be resolved from home, the employee will be paid at the rate of one and one-half (1-1/2) hours for each call.

21.3 The Maintainer/Mechanic will receive no mileage reimbursement for any calls.

21.4 The Maintainer/Mechanic will drive his/her own vehicle to pick up a Board owned maintenance vehicle at the Maintenance Shop when responding to a call.

21.5 The Board of Education will provide insurance to cover Board-owned tools in the on-call Maintainer's/Mechanic's private vehicles, and for employee-owned tools in Board-owned vehicles, based on an inventory provided by the Maintainer/Mechanic, and verified by the Board.

21.6 The Board of Education will provide a portable cellular telephone for use by the "on call" Maintainer/Mechanic, and which will be transferred from one "on call" Maintainer/Mechanic to the next "on call" Maintainer/Mechanic.

21.7 Maintainers/Mechanics hired prior to May 9, 1997, shall, at his or her request be excluded from the call-back list.

ARTICLE XXII

DURATION

22.1 The provisions of the Agreement shall be effective upon the signing thereof and shall continue and remain in full force and effect to and including June 30, 2022. The Agreement shall remain in full force and be in effect during such negotiations and all increases in wages and benefits shall be retroactive to the expiration date.

ARTICLE XXIII

NEGOTIATIONS OF SUCCESSOR AGREEMENT

23.1 Not later than one hundred fifty (150) preceding the expiration date of this Agreement, the Board agrees to begin to negotiate with the Union over a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning salaries and conditions of employment.
APPENDIX A
HOURLY WAGE RATE SCHEDULE

Effective July 1, 2018, the parties agree to the Hourly Wage Rate Schedule as outlined below, representing a 2% increase in 2018-19 retroactive to July 1, 2018, a 2% increase in 2019-20, a 2.25% increase in 2020-21, and a 2.5% increase in 2021-22.

<table>
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<tr>
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<th>7/1/18</th>
<th>7/1/19</th>
<th>7/1/20</th>
<th>7/1/21</th>
</tr>
</thead>
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<td>$31.77</td>
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<td>$25.14</td>
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<td>Maintainer Helper I</td>
<td>$27.94</td>
<td>$28.50</td>
<td>$29.15</td>
<td>$29.88</td>
</tr>
<tr>
<td>Maintainer (Plus $3,000 Stipend for Lead Maintainer)</td>
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<td>$31.19</td>
<td>$31.90</td>
<td>$32.70</td>
</tr>
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</tr>
<tr>
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<td>$21.42</td>
<td>$21.96</td>
</tr>
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<td>$27.13</td>
<td>$27.75</td>
<td>$28.45</td>
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<tr>
<td>Dispatcher II</td>
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<td>$25.75</td>
<td>$26.40</td>
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<tr>
<td>Lead Mechanic (Plus $3,000 Stipend for Lead Mechanic)</td>
<td>$28.55</td>
<td>$29.13</td>
<td>$29.79</td>
<td>$30.54</td>
</tr>
</tbody>
</table>

a. Newly hired employees shall be compensated at a rate equal to forty cents ($0.40) per hour less than the lowest hourly rate in effect in the applicable job classification.

b. Upon completion of six (6) months of continuous service an employee's rate of pay shall be increased to twenty cents ($0.20) per hour less than the hourly rate in effect in the applicable job classification.

c. Upon the completion of one (1) year of continuous service an employee's rate of pay shall be raised to the hourly rate set forth in the salary schedule for the applicable job classification.

Maintainers holding a State of Connecticut Journeyperson License will receive a yearly stipend of five hundred dollars ($500.00). Said stipend shall be paid in equal amounts every pay period.
APPENDIX B

FAMILY & MEDICAL LEAVE ACT
STATEMENT OF BOARD OF EDUCATION POLICY

In accordance with the Family and Medical Leave Act (FMLA) of 1993, Glastonbury Public Schools will grant job-protected unpaid family and medical leave to eligible male or female employees for up to 16 weeks over 12-month period for any one or more of the following reasons:

1. Birth of a child and to care for such child.
2. Placement of child with the employee for adoption or foster care.
3. Care for a member of the employee's immediate family (spouse, child, or parent) due to serious health condition.
4. Serious health condition that makes the employee unable to perform the functions of his/her position. Intermittent leaves and reduced work schedules may be taken when "medically necessary." Only time actually taken off from work can be offset against the employee's 12-week entitlement.

* 1. Connecticut Law states that an employee may take up to 16 weeks however, after 12 weeks, all benefits would be paid fully by the employee, under COBRA.
   2. Since Connecticut Law provides leaves of up to 16 weeks in a two-year period, an employee can take up to 16 weeks leave in one year and up to 12 weeks in the next.

COVERAGE AND ELIGIBILITY

-Must have been employed a minimum of 12 months prior to the commencement of the family or medical leave.

-Must have worked at least 1,250 hours over the previous 12-month period. (10-month employees must have worked at least 7 hours per day for 183 days).

REQUIREMENTS

-You are required to give 30-days notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form (see attached) should be completed by the employee and returned to his/her supervisor. In unexpected or unforeseen situations, an employee should provide as much notice as is practicable.

-You may be required to provide a medical certificate from a doctor.

-You may be required to use accrued paid vacation or personal leave as part of a leave for the first three reasons above. You may be required to use accrued paid vacation, sick, or personal leave for a serious health condition. If paid leave is for fewer than 12 work weeks, the additional weeks of leave necessary to attain 12 weeks will be unpaid.
-If both husband and wife are employed by the Glastonbury Board of Education and eligible, FMLA limits the leave that may be taken to a combined total of 16 work weeks during any 12-month period if leave is taken for the birth of a child or a child’s placement for adoption or foster care.

-All documentation related to the employee’s or family member’s medical condition will be held in strict confidence.

EFFECT ON BENEFITS

- An employee granted leave under this policy will continue to be covered under Glastonbury Public Schools insurance plans under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.

- Employee co-pay contributions will be required either through payroll deduction or by direct payment to Glastonbury Public Schools. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment.

- If an employee’s co-pay contribution is more than 30 days late, coverage may be terminated.

- If the employee fails to return to work, Glastonbury Public Schools may seek reimbursement from the employee for the employer portion of the premiums paid on behalf of the employee during the period of leave unless the employee does not return because of the continuation or onset of a serious health condition as defined by FMLA.

- An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave.

JOB PROTECTION

- If the employee returns to work within 16 weeks following the start of a family/medical leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, and benefits.

- The employee’s restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee’s position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

- If, at the end of family/medical leave, the employee’s situation requires more than the allotted 16 weeks, employment status will have to be clarified with the Superintendent.
MEMORANDUM OF UNDERSTANDING BETWEEN
CILU LOCAL #27
AND
THE GLASTONBURY BOARD OF EDUCATION

The criteria for promotions from Maintainer Helper II to Maintainer Helper I is as follows:

The Maintainer Helper II must be employed by the Glastonbury Public Schools, as a Maintainer Helper II, for a minimum six months of continuous service.

The Maintainer Helper II must have a satisfactory rating in all rated job elements on the Glastonbury Public Schools Performance Appraisal Form, for the six months prior to the request for promotion.

In addition, the following will be considered by the Maintenance Foreman in approving or disapproving a request for promotion from Maintainer Helper II to Maintainer Helper I:

1. Must exhibit sufficient technical aptitude.
2. Must demonstrate experience in the safe operation of hand and power tools.
3. Must be familiar with recognized trade practices.

The supervisor must observe the performance of duties assigned to the Maintainer Helper II, which include: total volume of work produced under normal conditions, over-all quality of work performed, ability to deal with teachers, staff, public and fellow workers, problem-solving and judgment.

AGREED:

Suzanne Galvin
Board of Education

Stephen J. Stenger
President, CILU #27

Date: 6/20/96

Wayne Gilbert, Representative, CILU #27
Re: Glastonbury Board of Education and CILU Local #27

This letter will confirm that it is the intention of the Glastonbury Board of Education that bargaining unit employees should follow the procedures currently in effect for requesting personal leave days for the duration of the 1995-1998 collective bargaining agreement, unless the parties mutually agree otherwise.

Very truly yours,

Suzanne Galvin
GLASTONBURY BOARD OF EDUCATION
MEMORANDUM OF UNDERSTANDING
BETWEEN
GLASTONBURY BOARD OF EDUCATION
AND
GLASTONBURY BOARD OF EDUCATION CUSTODIAN & MAINTENANCE
EMPLOYEES UNION
CILU LOCAL #27

The parties agree to the following changes in the retirement plan for all enrolled employees, effective July 1, 1996:

1. Change the interest on employee contributions to 6%.

2. Change the vesting schedule to a graded, 5 to 10 year schedule as follows:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>0%</td>
</tr>
<tr>
<td>5 years</td>
<td>50%</td>
</tr>
<tr>
<td>6 years</td>
<td>60%</td>
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<tr>
<td>7 years</td>
<td>70%</td>
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<tr>
<td>8 years</td>
<td>80%</td>
</tr>
<tr>
<td>9 years</td>
<td>90%</td>
</tr>
<tr>
<td>10 or more years</td>
<td>100%</td>
</tr>
</tbody>
</table>

3. The social security offset shall be eliminated from the plan for members of this bargaining unit.

4. Establish the Basic Formula as follows:

Effective July 1, 1996, the yearly amount of basic retirement income payable on or after Normal Retirement Date under the plan will be determined as follows:

2% of Final Earnings, as described in the Plan, multiplied by Years of Credited Service, but no less than, the participant's accrued benefit as of June 30, 1996, based on the Plan provisions as then in effect.

5. Effective July 1, 2018, the employee contribution will be 4.75%. Effective July 1, 2019 the employee contribution will be 5.25%; effective July 1, 2020, the employee contribution will be 6%; effective July 1, 2021, the employee contribution will be 6.75%.

AGREED:

For Glastonbury Board of Education

For CILU Local #27

Date: 10/15/18

Date: 10/12/2018
MEMORANDUM OF UNDERSTANDING
BETWEEN
GLASTONBURY BOARD OF EDUCATION
AND
GLASTONBURY BOARD OF EDUCATION CUSTODIAN & MAINTENANCE
EMPLOYEES UNION
CILU LOCAL #27

The Board of Education further agrees to review the issue of Hepatitis B shots for persons over age 40 and if such review finds such booster shots are necessary or desirable, the Board of Education shall provide such booster shots.

AGREED:

Suzanne Galvin  Stephen J. Stenger
For Glastonbury Board of For CILU Local #27
Education

Date: 6/20/96  Date: 6/20/96
MEMORANDUM OF UNDERSTANDING
BETWEEN
GLASTONBURY BOARD OF EDUCATION
AND
CUSTODIAL/MAINTENANCE AND GENERAL SERVICE EMPLOYEE’S UNION
CILU LOCAL #27

The parties agree to the following conditions applicable to the General Service Driver who works the school year (“the Ten (10) Month Employee”).

1. The Ten (10) Month Employee may receive full salary when absent because of illness for ten (10) working days in each period from July 1 through June 30. Such employee may receive three-quarters (3/4) salary when absent because of illness for an additional ten (10) days. The maximum sick leave which can be accumulated by the ten (10) month employee is sixty (60) days at full pay and thirty (30) days at three-quarters (3/4) pay. During the first year of employment, such employee earns one (1) day per month at full pay to a maximum of ten (10) days for the first year. Payroll deduction for absence due to sick leave will be made on the basis of the number of accrued days. Earned sick leave begins with the first day of employment. Used sick leave will be deducted from the totals carried over.

2. Ten (10) Month Employee shall be paid for seven (7) holidays as follows:

   Columbus Day           Veterans’ Day
   Thanksgiving Day       Day after Thanksgiving
   Martin Luther King Day Good Friday
   Memorial Day

3. The Ten (10) Month Employee may receive one (1) earned day off with pay after ninety (90) consecutive work days of perfect attendance, not interrupted by sick leave, unauthorized absence or leave of absence without pay, with a maximum of two (2) per year.

4. The Ten (10) Month Employee is allowed one (1) day of “personal leave” as set forth in Section 10.1.

AGreed:

Helen D. Stern                                          Stephen J. Stenger
Glastonbury Board of Education                           CILU Local #27

Date: 11/5/01                                            Date: 11/05/01
MEMORANDUM OF UNDERSTANDING

GLASTONBURY BOARD OF EDUCATION
AND CONNECTICUT INDEPENDENT LABOR UNION, LOCAL #27

In order to provide continuity in the buildings in the event of a long-term absence, the Board and the Union agree as follows:

1. In the event that the administration receives information that a bargaining unit member will be absent from work for fifteen (15) work days or more, the Board will hire a substitute employee on a full-time (40 hours per week) basis for the duration of the leave.

2. The collective bargaining agreement will not control the terms and conditions of employment for such substitute, nor will the substitutes be members of the bargaining unit.

FOR THE BOARD OF EDUCATION

Suzanne Galvin
Date: 3/26/99

FOR THE UNION

Stephen J. Stenger III
Date: 3/24/99
MEMORANDUM OF UNDERSTANDING

GLASTONBURY BOARD OF EDUCATION
AND CONNECTICUT INDEPENDENT LABOR UNION, LOCAL #27

JOB DESCRIPTION – LEAD MAINTAINER

In addition to the responsibilities of maintainer, the lead maintainer will:

- Provide technical advise/expertise to the Director of Facilities
- Demonstrate a general understanding of all trades pertinent to GPS
- Pursue, through continuing education, familiarity with changing codes and industry trends
- In the absence of the Director of Facilities, the lead maintainer may authorize overtime labor in emergencies
- Supervise subcontracted work at the direction of the Director of Facilities

The annual stipend of $3,000.00 will be paid on a bi-weekly basis in the amount of $115.38 per pay period.

FOR THE BOARD OF EDUCATION

Suzanne Galvin
Date: 3/26/99

FOR THE UNION

Stephen J. Stenger III
Date: 3/24/99