

**DRAFT AGREEMENT**  
**BETWEEN**  
**GENERAL TEAMSTERS, CHAUFFEURS,**  
**WAREHOUSEMEN AND HELPERS OF AMERICA,**  
**LOCAL NO. 493**  
**and**  
**MONTVILLE BOARD OF EDUCATION**



**September 1, 2017 – June 30, 2021**

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## PREAMBLE

This Agreement made and entered into as of September 1, 2017, by and between the Montville Board of Education, hereinafter referred to as the Employer and Teamster Local Union 493 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

Whereas, it is the purpose of this Agreement to establish and maintain harmonious relations, to secure a prompt and peaceful disposition of grievance within the provisions of this Agreement, to eliminate interference with efficient operation of the school system in the Town of Montville, and to promote the welfare of the Employer and the Union, and the employees of the Board of Education.

## ARTICLE I

### UNION RECOGNITION

Section 1. Pursuant to the certification by the Connecticut State Labor Relations Board, dated December 22, 1971, the Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with the Employer in respect to rates of pay, wages, hours of employment, and other conditions of employment for all full time and part time school custodians, excluding all other classifications and supervisory personnel.

Section 2. The terms and provisions of this Agreement shall be binding upon the Employer and the Union and each employee in the bargaining unit described herein.

Section 3. It is agreed that no employee shall be discriminated against by the Employer because of his/her membership in the Union. The Employer and the Union agree there shall be no discrimination against employees because of race, creed, color, or national origin, nor discrimination in the payment of wages on the basis of sex.

Section 4. Part-time employees (working 19 ¾ hours) will be recognized as bargaining unit members.

## ARTICLE II

### MANAGEMENT RIGHTS

The Board of Education has and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore had by it and, except where such rights, powers, and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility, and prerogative of management of affairs of the custodians and direction of the working forces.

The Union acknowledges the Board's right under Section 10-221d of the Connecticut General Statutes.

### ARTICLE III

#### UNION MEMBERSHIP AND DUES

Section 1. As a condition of employment, each employee shall be either a member of the Union in good standing, in lieu thereof, an agency fee payer. Union members shall pay to the Union initiation fees, administrative dues and monthly Union dues in the amount uniformly required of its members. Agency fee payers shall pay a monthly agency fee to the Union in the amount uniformly required of agency fee payers. The obligation to pay initiation fees, administrative dues, Union dues or agency fees under this provision commences on sixty (60) calendar days after being hired.

Section 2. Montville Board of Education agrees to deduct from the wages of employees in the bargaining unit initiation fees, administrative dues, regular monthly Union dues and/or agency fees, provided Montville Board of Education received an authorization card signed by such employee(s) in a form which has been agreed to by Montville Board of Education and the Union. The Union agrees to refund promptly to the Employer any initiation fees or dues found to have been erroneously or improperly deducted.

Section 3. Montville Board of Education shall remit to the Secretary-Treasurer of the Union once each month the deductions made in such month together with a list of the employees from whom such deductions have been made and the amounts deducted.

Section 4. Any employee who fails to become a member of the Union or an agency fee payer or to maintain his/her Union membership or agency fee status in good standing shall be discharged by Montville Board of Education upon written notice from the Union.

Section 5. The Union agrees to defend, indemnify and to hold Montville Board of Education harmless against any and all claims, demands, suits, or other forms of liability that shall, or may, arise out of or by reason of, action taken by Montville Board of Education for the purpose of complying with the provisions of this Article.

Section 6. The Union shall supply Montville Board of Education written notice at least thirty (30) days prior to the effective date of any change in such rates for fees, dues and service fees.

Section 7. Effective September 1, 1986, and continuing, thereafter in accordance with the terms of an individual and voluntary written authorization for check off of membership dues in form permitted by the provisions of Section 302(c) of the Labor Management Relations Act of 1947, as amended, the Employer agrees to deduct weekly from the wages of such employee covered by this agreement who signs such authorization, an amount directed by the authorization card as the regular periodic monthly dues (to be deducted from the wages for the third week of the month) and weekly with respect to the amount established as administrative dues.

### ARTICLE IV

#### STEWARDS

Section 1. The Employer recognizes the right of the Union to appoint a Steward for the purpose of representing full time and part time custodian employees in the adjustment of grievances in accordance with the Grievance Procedure (Article V) of this Agreement.

Section 2. The Union shall have the right to remove the Steward and appoint a new Steward in his/her place at any time. The Union will give the Employer written notice of such changes within five (5) working days after they occur.

Section 3. The Union shall give the Employer written notice of the name of the Steward upon the signing of this Agreement.

Section 4. The authority of the Steward shall be limited to and not exceed the handling of grievances as provided in Section 1, above, except that the Steward shall have the authority to transmit to the proper representative of the Employer, written messages and information which originates with and are authorized by the Union.

Section 5. The Steward may receive and handle grievances and shall spend no more time than is necessary in handling grievances so as not to interfere with the normal operation and procedure of business. A Steward shall be paid by the Employer at his/her regular hourly rate for time reasonably spent during regular working hours in the adjustment of grievances under the Grievance Procedure.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### Section 1 - Definitions.

1. A "grievance" is hereby defined to be any controversy, complaint, misunderstanding, or dispute concerning the interpretation or application of any provision of this Agreement.
2. "Aggrieved employee" shall mean the person or persons making the claim, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
3. "Days" unless specifically identified otherwise shall mean workdays.

#### Section 2 - Purpose.

1. The purpose of this procedure is to secure a solution to problems which may arise concerning the interpretation of any provisions of this Agreement at the lowest level possible.

#### Section 3 - Time Limits.

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If a custodian does not file a grievance in writing within fifteen (15) days after he/she knew, or should have known of the act or condition on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the custodian at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at the step.
4. Failure by the immediate Supervisor or the Superintendent of Schools to respond to a grievance within the specified time limits shall result in an automatic appeal to the next level. Failure by the Board of Education to respond to a grievance within the specified time limits shall automatically allow the association to appeal to step four - arbitration.

#### Section 4 - Procedures.

Grievances shall be handled in the following manner:

Step 1. The aggrieved employee(s) accompanied by a Steward shall meet with the employee(s)' immediate supervisor (Principal, Director of Facilities and Custodial Services, Head Custodian, and/or any designated Board employee).

Step 2. If the grievance is not settled satisfactorily at the first step, the aggrieved employee(s) must present the grievance in writing to the Steward, Superintendent of Schools, and the Union within three (3) working days after the first meeting. The Superintendent of Schools shall meet with the Union Representative, Steward, and aggrieved employee(s) within five (5) working days of such request. The Superintendent shall within ten (10) days after receipt of the meeting, render his/her decision and the reasons therefore in writing to the grievant by registered, certified mail or hand delivery with a copy to the Union office and the Union representative on the grievance form.

Step 3. In the event the grievance is not resolved to the employee(s)' satisfaction at Step 2, he/she may within ten (10) working days of receipt of the decision at Step 2 present the grievance in writing to the Chair of the Board of Education. The Chair of the Board of Education shall call a special meeting to be held within fourteen (14) days of the receipt of the written grievance. The Board of Education shall render a written decision within five (5) days.

Step 4. If no settlement is effected at Step 3, only the Employer or the Union may process the grievance to arbitration by submitting it to the Connecticut State Board of Mediation and Arbitration with a copy to the other party. Cost of arbitration shall be equally borne by the Employer and the Union. Either party shall have the option of transferring and/or submitting any grievance to the American Arbitration Association so long as said party pays all costs (excluding attorney's fees) associated with said transfer. The arbitrator(s) shall have no power to add to, subtract from, amend, alter or delete any provision of this Agreement. The decision of the arbitrator(s) shall be final and binding in each grievance.

Section 5. If the Employer fails to render a decision within the time limits specified in the grievance procedure, the Union may proceed to the next step of the grievance procedure.

### ARTICLE VI

#### DISCHARGE AND DISCIPLINE

Section 1. The Employer shall not remove, dismiss, discharge, or suspend any employee in the bargaining unit, except for just cause. Where disciplinary action is taken, the employee(s) involved shall have the right to appeal through the grievance procedure.

Section 2. The Employer shall send copies of notices of such disciplinary action to the Official Representative of the Union.

Section 3. If any disciplinary action is initiated by the Employer against any employee on the basis of a charge or complaint arising outside the educational system, such charge or complaint shall be put in writing and signed by the complainant.

## ARTICLE VII

### NEW EMPLOYEES

Section 1. The Employer may hire new employees on the open labor market.

Section 2. New employees shall be on a trial or probationary period of no more than one hundred and twenty (120) calendar days and shall be subject to lay-off or discharge at the sole discretion of the Employer during this probationary period. Any probationary employee (and/or the Union on his/her behalf) that is terminated shall have no rights to the grievance and arbitration provisions of this Agreement.

Section 3. New employees shall become members of the bargaining unit upon completion of their probationary period and they shall be entitled to all work benefits described in this Agreement.

Section 4. Any vacancy created by retirement, resolved discharge, or voluntary termination will be filled within sixty (60) days.

Section 5. Custodians shall be classified into the following groups according to their normal work schedule:

- Full- time custodian – 20 hours or more per week
- Part-time custodian – 19 ¾ hours or less per week

## ARTICLE VIII

### SENIORITY

Section 1. The Board of Education shall furnish the Union with an up-to-date department seniority list for the bargaining unit, together with the classification and rates of pay of each employee on such list. Upon completion of the probationary period, new employees will be added to the list. The Board will maintain a separate seniority listing for full-time and part-time custodians.

Section 2. Seniority for employees in the bargaining unit shall be defined as the total length of continuous service as custodians since the employee's most recent date of hire. Seniority for a part-time employee will be adjusted based on his/her work schedule if he/she becomes a full-time employee.

Section 3. An employee shall lose his seniority only if:

- a. He/She voluntarily terminates his employment, through resignation or retirement.
- b. He/She is discharged for just cause.
- c. He/She fails to return to work upon expiration of a leave of absence.
- d. He/She is absent without notice for three (3) consecutive days.

Section 4. In the event of a reduction in the work force, the employee(s) with the least seniority shall be laid off first. Rehire shall be in reverse order of lay-off for a period of one (1) year, beginning with the day of lay-off. An employee who refuses recall shall lose all future recall rights.

## ARTICLE IX

### TRANSFERS AND PROMOTIONS

Notification shall be given to all employees of vacancies or new positions in the bargaining unit, and all employees applying will be given consideration. The final decision as to whether an applicant will be transferred or promoted will be based on whether such transfer or promotion serves in the best interest of the school system.

## ARTICLE X

### HOLIDAYS

Section 1. The following holidays are officially observed for employees by the Board of Education for the purpose of this Agreement:

Full-time	Part-time
1. Labor Day 2. Columbus Day 3. Veterans Day 4. Thanksgiving Day 5. Day after Thanksgiving 6. Christmas Day 7. New Year's Day 8. Martin Luther King Day 9. Lincoln's Birthday* 10. Washington's Birthday* 11. Good Friday 12. Memorial Day 13. Independence Day  *Observed Presidents' Day weekend	1. Thanksgiving Day (4 Hours) 2. Christmas Day (4 Hours)

Additional days may be granted at the discretion of the Superintendent.

Section 2. All work performed by full-time employees on the above annual holidays will be paid at time and one-half the employee's hourly rate of straight time pay in addition to eight (8) hours of straight time pay.

Section 3. When a holiday is observed while an employee is absent on authorized sick leave, no charge against his accrued sick leave will be made for that day.



Section 4. Should a holiday fall on an employee's regular day off, said employee shall receive:

Full-time	Part-time
Eight hours straight time	Four hours straight time

Section 5. Unless the school calendar provides otherwise, when a holiday falls on a Saturday, the proceeding Friday shall be observed as the holiday; and when a holiday falls on a Sunday, the following Monday shall be observed as a holiday. Should the school calendar's observation of a holiday differ from this general rule, employees will be required to follow the holiday schedule of the school calendar.

## ARTICLE XI

### VACATIONS

Section 1. Full-time employees in the bargaining unit covered by this Agreement shall be entitled to annual paid vacation as follows:

12 months of service	1 week
2 years of service	2 weeks
5 years of service	3 weeks
10 years of service	4 weeks
25 years of service	5 weeks + 1 day

Section 2. Seniority, as defined in Section 1 of Article VIII, shall govern in choosing vacations, and employees in the bargaining unit may take their vacation in accordance with schedules established by the Superintendent of Schools throughout the fiscal year. The Superintendent of Schools may, however, limit the number of employees on vacation at any time because of the operating requirements of the department.

Section 3. Employees who resign in good standing or retire shall be granted vacation leave that has accrued prior to the effective date of such action. An employee shall give the Superintendent of Schools notice of such resignation at least fifteen (15) calendar days in advance of its effective date.

Section 4. Upon the death of an employee, payment for vacation time accrued to the date of such death shall be paid to such person or persons as are entitled by law to receive said compensation due the employee.

Section 5. Vacation pay shall be computed on the basis of eight (8) hours per day and five (5) days per week at the employee's hourly rate.

Section 6. Vacations taken during the period school is not in session shall not exceed four (4) weeks, excluding the last two weeks prior to the opening of school, unless approved by the Superintendent or his designee.

Section 7. Vacations throughout the year must be requested at least five (5) days in advance, except in emergencies or extenuating circumstances. In those cases, the superintendent or designee may grant vacation without the required five (5) day notice.

Section 8. Employees' anniversary date of employment on the above year or years of service shall be used to compute annual vacation. Probationary period shall be counted to compute vacation for new employees upon successful completion of the probationary period

## ARTICLE XII

### HOURS OF WORK AND OVERTIME

Section 1. The regular workweek shall be:

Full-time	Part-time
Forty (40) hours per week in eight (8) hour periods on five (5) consecutive days, which shall include rest or coffee breaks (two separate 15-minute periods).	Nineteen and three quarters (19 $\frac{3}{4}$ ) hours per week as scheduled by the Director of Facilities or designee.

Section 2. All time worked over forty (40) hours per week shall be paid for as overtime at the rate of time and one-half.

Section 3. All employees reporting for work shall receive eight (8) hours work or eight (8) hours pay, except on call back they shall receive two (2) hours work or two (2) hours pay.

Section 4. No work shall be performed by employees outside the bargaining unit which in any way affects or takes away overtime work that regular full-time employees would normally perform as overtime work.

Section 5. Any work which becomes available during the first and/or second shift will be offered to members of the bargaining unit. Custodians desiring to be temporarily assigned to other shifts will notify the Director of Facilities and Custodial Services who will make assignments based on seniority and qualifications. If there is no interest expressed by the custodians, then the Director of Facilities and Custodial Services will assign substitutes of his/her choice. The Director of Facilities and Custodial Services will assign substitutes of his/her choice for the custodians who are temporarily assigned to the day or night shifts.

Section 6. Any employee who is ill on Friday shall be ineligible for overtime during the weekend hours.

Section 7. For budgetary reasons the Board and Union agree to a reopener if the possibility arises to hire a part-time employee to include Saturday in their regular work schedule.

Section 8. When an employee receives a call to come to work prior to his or her shift, the employee will be paid from the time of the call so long as the employee punches in to work within 30 (thirty) minutes of the call.

## ARTICLE XIII

### SALARY SCHEDULE

Section 1. Effective September 1, 2017, each employee of the Montville Board of Education (custodians) covered by this agreement shall receive wages the below schedules.

#### CURRENT EMPLOYEES:

	Eff 09/1/17	Eff 07/1/18	Eff 7/1/19	Eff 7/1/20
	2017-2018	2018-2019	2019-2020	2020-2021
Regular	\$22.73/hr.	\$23.07/hr.	\$23.42/hr.	\$23.89/hr
Head	\$23.54/hr.	\$23.89/hr.	\$24.25/hr.	\$24.74/hr
Second shift differential	\$ .35/hr.	\$ .35/hr.	\$ .35/hr.	\$ .35/hr

#### PROGRESSIVE SCALE FOR NEW EMPLOYEES HIRED AFTER 9/1/2014

	Eff 09/1/17 <u>2017-18</u>	Eff 07/1/18 <u>2018-19</u>	Eff 7/1/19 <u>2019-20</u>	Eff 7/1/20 <u>2020-21</u>
A. First step of employment				
Regular	\$17.36	\$17.62	\$17.88	\$18.24
Head	\$18.02	\$18.29	\$18.56	\$18.93
Second shift differential	\$ .35	\$ .35	\$ .35	\$ .35
B. Second step of employment				
Regular	\$19.64	\$19.93	\$20.23	\$20.63
Head	\$20.26	\$20.56	\$20.87	\$21.29
Second shift differential	\$ .35	\$ .35	\$ .35	\$ .35
C. Third step of employment				
Regular	\$21.71	\$22.04	\$22.39	\$22.82
Head	\$22.52	\$22.86	\$23.20	\$23.66
Second shift differential	\$ .35	\$ .35	\$ .35	\$ .35

Employee will advance to the next step at the employee's anniversary date. The Superintendent reserves the right to hire new employees at a rate not to exceed 100%, based upon experience.

The hiring rate for new employees will be fifty cents (\$.50) per hour below the lowest rate for one hundred and twenty (120) calendar days. The hourly rate shall be adjusted effective upon satisfactory completion of the probationary period.

Shift differential is only paid for hours worked during 2<sup>nd</sup> shift. Should a 2<sup>nd</sup> shift employee work first shift temporarily, they will not receive shift differential for the hours worked on 1<sup>st</sup> shift. 2<sup>nd</sup> shift begins at 2:30 p.m. during the school year.

During the school and summer breaks, employees will be paid a shift differential for hours worked after 6:30 p.m., if these hours are required by his/her supervisor.

Section 2. Full-time employees will receive a one-half (1/2) hour lunch period daily not included in working hours.

Section 3. Employees are expected to work:

Full-time Employees	Part-time Employees
40 hours per week	19 ¾ hours per week

Section 4. All custodians shall be submitting and requesting approval of work hours, absences and vacation through electronic systems.

Section 5. Employees shall receive pay via direct deposit to an authorized bank or credit union of their choice.

#### ARTICLE XIV

##### ACCESS TO PREMISES

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

#### ARTICLE XV

##### BULLETIN BOARDS

The Employer shall provide bulletin board space for the posting of Union notices in each school.

#### ARTICLE XVI

##### INSURANCE

The Board shall make available for full-time employees, at its expense, for each employee, except as provided below:

##### Section 1. PPO Plan

Effective September 1, 2017, the following changes will be made in the PPO Plan:

Section 1. PPO Plan Custodians will be provided individual, individual plus one, or family health insurance coverage under a PPO Plan.

- There shall be a \$150 co-payment for outpatient surgery.

- There shall be a \$300 co-payment for any inpatient admission (general/medical surgical and maternity, mental health and substance abuse, rehabilitation facility, skilled nursing facility).
- The durable Medical Equipment benefit shall be fifty percent (50%) with no annual maximum.
- Infertility benefits shall be limited to those required by State mandate.
- There shall be a mandatory generic substitution on all prescriptions. See Appendix VI.
- The primary care physician office visit co-payment shall be \$30 per visit. *(Note that this co-pay does not apply to wellness visits.)*
- The co-payments for emergency services shall be as follows:
  - Walk-in Center - \$30
  - Urgent Care - \$75
  - Emergency Room - \$150 (waived if admitted)
  - HCD - \$75

Prescription drugs shall be subject to the following co-payments:

- \$10 for generic (Tier 1)
- \$30 for brand name preferred or formulary drugs (Tier 2)
- \$40 for brand name non-preferred or non-formulary drugs (Tier 3)
- Twice the above co-payments for a 90-day supply by mail order

The existing \$2,000 calendar year maximum for prescription drugs shall remain in effect.

The prescription drug program shall be the MP4 plan, which includes the following provisions that modify or add to the existing program:

- Quantity Limits.
- Step Therapy.
- Prior Authorization.
- Refill Too Soon - 85% of prescription needs to be completed before refill.

Section 2. Blue Cross Full Service Dental Plan will be provided for the individual and family with the additional Basic Benefits Rider C Periodontics and the additional Basic Benefits Rider A.

Section 3. Through a payroll deduction, employees will co-pay for the above insurance as follows:

- September 1, 2017 through August 31, 2018 –14.5%
- July 1, 2018 through June 30, 2019 –14.5%
- July 1, 2019 through June 30, 2020 –14.5%
- July 1, 2020 through June 30, 2021 –15%

Section 4. Group Life Insurance coverage of \$50,000 of benefit coverage per employee.

Section 5. Employee Assistance Program: The Montville Board of Education may provide professional assessment, counseling, and referral services for employees experiencing personal problems through special arrangements with a contracted service. This service is extended to all members of the employee's immediate family. Further treatment beyond the

basic coverage will be at the employee's expense or may be covered by other insurance benefits.

Section 6. The Board shall have the right to change insurance carriers and or to self-insure in whole or in part in order to provide the insurance coverages set forth above, provided that there shall be no increase in expense to any employees, and provided further that coverage which result from a change in carriers is substantially similar and at least equal to or better than the coverages described above.

Section 7. The Union Steward shall be notified in writing and a concurrent copy sent to the Union, within thirty (30) days of any need to change carriers and/or to self-insure and shall have a reasonable opportunity to review the proposed changes. Should the Union and the Board disagree that the changes proposed will provide coverage at least equal to the coverage, benefits and administration described above at no additional cost to custodians, the disagreement(s) shall be expedited under the rules of the American Arbitration Association for expedited arbitration, and no change shall be made until the arbitrator has rendered his/her award. The status quo shall be maintained during the above procedure.

Section 8. Waiver of Coverage

- a. Notwithstanding the above, effective with the execution of this agreement, custodians may voluntarily elect to waive in writing all health insurance coverage outlined above and, in lieu thereof, shall receive an annual payment of three thousand dollars (\$3,000) for family or member plus one or fifteen hundred dollars (\$1,500) for individual in cash. Payments to those custodians waiving such coverage shall be made on or before July 31 of the school year during which insurance was waived. In the event a custodian in on the Montville Board of Education insurance plan through their own or spousal or family coverage, h/she shall not be eligible for this benefit.
- b. Up to 25% of the total Board of Education insurance group of all eligible employees may take advantage of the waiver of health insurance. If more than 25% apply, seniority will be utilized annually for all Board of Education employees not yet receiving but desiring the waiver for any openings below 25% of eligible employees.
- c. Notice of intention to waive insurance coverage must be sent to the superintendent not later than April 1 to be effective in the following contract year.
- d. The following rules will apply:
  - (1) An employee electing Board provided insurance must stay on Board provided insurance for at least one full year.
  - (2) All insurance waived employees who wish to return to Board provided insurance will have an open enrollment date annually of September 1 to return to Board provided insurance coverage for any reason at no cost to the employee (with no penalty) under same criteria established for new hires. To qualify for the September 1 enrollment, an employee must have notified the superintendent not

later than June 15 of the same year of his/her decision to return to Board insurance.

- (3) Employees who have a change in coverage status such as death of the spouse, divorce, or the loss of coverage through the spouse (not by selection), may return to all Board provided health insurance coverage at any time throughout the year as long as written evidence is provided to the superintendent which substantiates one of these special conditions.
- (4) Restoration of insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Appropriate financial adjustments shall be made on a pro rated basis between the employee and the Board for any waiver elected in this section.
- (5) Waiver of coverage procedures must be acceptable to all applicable insurance carriers.
- (6) Waiver of premium does not apply to Board provided life insurance.

## ARTICLE XVII

### CREDIT UNION

The Employer agrees to deduct certain specific amounts each pay period from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the Core Plus Credit Union once each month. The Employer shall not make deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction. The Union shall agree to indemnify and save the Employer harmless from and against any and all claims, demands, suits, or other form of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with any provision of this Article.

## ARTICLE XVIII

### NO STRIKE - NO LOCKOUT

Section 1. The Employer agrees that during the term of this Agreement there shall be no lockouts and the Union agrees that its officers, representative, or members will not directly or indirectly authorize, sanction, promote, or participate in any strike, slowdown, or other concerted interference with the Employer's operation.

Section 2. Participation in any of the foregoing prohibited acts by any employee or employees shall be cause for immediate discharge. Such discharge shall not be subject to the grievance and arbitration procedure, except that a dispute as to whether a discharged employee participated in any such acts may be submitted by the Union to such grievance and arbitration procedures.

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## ARTICLE XIX

### MISCELLANEOUS PROVISIONS

Section 1. Any employee required to use his/her own car for transportation for approved school business, approved by the Superintendent, shall be reimbursed at the IRS allowable rate.

Section 2. No employee shall be required to do any major repairing.

Section 3. The Superintendent of Schools/designee and the representative of the Union shall meet and agree on the workload that is required of each employee.

Section 4. Custodians are to report to work during inclement weather to assist with snow/ice removal.

Section 5. The performance of all regular employees shall be evaluated annually. Prior to implementing performance evaluations, representatives of the Board shall meet and confer with the Union on the evaluation instrument and shall provide training to those supervisors who will be responsible for conducting performance evaluations.

Section 6: The administration of screening tests to detect the presence of drugs or alcohol will be performed under the following circumstances:

- (a) upon reasonable suspicion that an employee is using or is under the influence of illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol;
- (b) whenever the employee has been involved in a motor vehicle accident while on duty.

#### Testing Based on Reasonable Suspicion:

An employee may be required to undergo testing based on "reasonable suspicion" when objective facts and observations are brought to the attention of a supervisor and, based upon the reliability and weight of such information, the supervisor can reasonably infer or suspect that the employee is using illegal drugs, is abusing legal drugs or alcohol, or is reporting for duty under the influence of drugs or alcohol. Reasonable suspicion must be supported by specific articulable facts which may include, but are not limited to: reports and observations of the member's drug related activities, such as purchase, sale or possession of drugs, associations with known drug dealers or users, observations of the member at known drug or drug related locations; an otherwise unexplained change in the employee's behavior or work performance; an observed impairment of the employee's ability to perform his or her duties.

If the employee is ordered to submit to a drug and/or alcohol test, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. A verbal directive to submit to a drug and/or alcohol test shall be confirmed in writing, but the testing shall not be delayed pending issuance of such written directive

Refusal to submit to testing shall be deemed a positive test.

Section 7: The Board shall provide reimbursement annually up to \$125, each bargaining unit employee for one pair of protective footwear such as steel-toed boots for full-time and part-



time employees. Employees shall be required to submit the receipt which states the purchase qualifies as protective footwear for reimbursement within thirty (30) days of purchase.

Section 8: Any employee who has not been able to report to work for a period of one year will be terminated. The employee may reapply for employment once he/she is able to, and the Employer will, at that time, assess the situation to determine if there are any jobs available for which he/she is qualified for. There is no guarantee of rehiring at that time.

Section 9: Employees are required to utilize safety equipment and gear as provided by the Board of Education when completing their work assignments.

Section 10: The Board shall provide reimbursement annually up to \$150, each bargaining unit employee, full-time and part-time, for the purchase of insulated clothing/shoes/gloves. Employees shall be required to submit the receipt which states the purchase qualifies as insulated clothing/shoes/gloves for reimbursement within thirty (30) days of purchase. Employees will be required to utilize the cold weather gear.

## ARTICLE XX

### SICK LEAVE

Section 1. Employees shall earn sick leave at the following rate:

	Monthly	Total Accumulation	Annually
Full-time Hired prior to August 31, 2011	1.25 days	200 days	15 days
Full-time Hired after August 31, 2011	.833 days	150 days	10 days
Part-time			5 days or 20 hours

Section 2. If a custodian retires under the provisions of the Town Pension or any amendments or substitutions thereto, such custodian shall be paid a sum of money equivalent to one-half (1/2) the number of days of sick leave accumulated by such custodian under the authority of this Article.

Section 3. Accumulated sick days for custodians will be frozen on August 31, 1998. Thereafter, sick leave days will not be accumulated for the purposes of retirement benefits. "Frozen" means that the number of accumulated days is fixed and may not increase for purposes of retirement pay-out after August 31, 1998. However, a qualified employee may use those days for sick pay purposes and replenish them for retirement pay-out purposes to the extent possible up to the "frozen" number before retiring.

Section 4. Employees hired after August 31, 1995 will not accumulate sick days for purposes of retirement benefits.

Section 5. A medical certificate acceptable to the Director of Facilities and Custodial Services from a duly licensed physician may be required after the fifth (5th) sick leave occurrence and each subsequent sick leave occurrence each calendar year. Any sick leave occurrence verified by a medical certificate shall not count as a sick leave occurrence. (Any number of consecutive sick days shall be one occurrence.)

Section 6. For prolonged illness or injury exceeding ten (10) consecutive work days, a medical certificate from a licensed physician may be required from an employee for every two (2) week consecutive period the employee is absent from work, except that one medical certificate may be acceptable to the Director of Facilities and Custodial Services if it states that the employee will be unable to work for a specified period of time.

In addition, the employee shall be required to provide the Director of Facilities and Custodial Services with a medical certificate prior to returning to work indicating that, in the opinion of his physician, the employee is able to return to work and perform all duties associated with his position.

Section 7. The failure of the Director of Facilities and Custodial Services to request a medical certificate pursuant to the Sections of this Article shall not constitute a waiver by the Director of Facilities and Custodial Services of this provision. The actions of the Employer under this Section shall be subject to the Grievance Procedure.

Section 8. In the event of illness, day custodians must call in absence by 5:00 a.m. and afternoon custodians must call in absence by noon to ensure proper coverage in the affected building.

## ARTICLE XXI

### PERSONAL DAYS

Section 1. Any employee shall be allowed the following leave, non-cumulative, with no pay deductions for any one of the following reasons:

	Full-time	Part-time
Amount Per Year	5 Days	2 Days
Qualifying Events	<ol style="list-style-type: none"><li>1. Death or illness in the immediate family</li><li>2. Religious requirements</li><li>3. Legal requirements</li><li>4. Graduation exercises (self and immediate family) or college visitation for the child of the employee (2 days)</li></ol>	<ol style="list-style-type: none"><li>1. Death or illness in the immediate family</li><li>2. Religious requirements</li><li>3. Legal requirements</li><li>4. Graduation exercises (self and immediate family) or college visitation for the child of the employee</li></ol>

Section 2. Immediate family consists of wife, husband, father, mother, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, son and daughter, and/or legally adopted son and daughter. Additional consideration for bereavement purpose only will include: spouse's son and daughter, son-in-law, daughter-in-law, aunts and uncles, nieces and nephews, brother-in-law, sister-in-law, and grandparents-in-law.

Section 3. Upon request, the Superintendent is authorized to grant additional days leave for any reason he/she believes meritorious.

Section 4. A request for a personal day(s) shall be submitted to the Director of Facilities and Custodial Services by submitting and requesting approval of absences through the electronic systems, at least three (3) work days in advance, unless in the case of an emergency.

## ARTICLE XXII

### JURY LEAVE

Any employee who is called for jury duty may receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or personal days. The custodian shall receive a rate of pay equal to the difference between the custodial salary and the jury fee.

## ARTICLE XXIII

### PENSION

Section 1. The Employer shall continue to provide and make payments to the Connecticut Municipal Employees Retirement Fund, Policemen and Firemen Survivors Benefit Fund operated by the State of Connecticut (Plan B).

Section 2. Employer shall forward annual statement of contributions toward pension when received from the State Department (usually between June and September of each year).

## ARTICLE XXIV

### LEAVES WITHOUT PAY

Leaves of Absence without pay may be granted by the Superintendent for a definite period not to exceed twelve (12) months. Application for such Leaves of Absence must be submitted in writing, stating the reasons for the request and length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave.

## ARTICLE XXV

### PERSONAL INJURY BENEFITS

Section 1. Whenever a custodian is absent from school as a result of bodily injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for a period not to exceed three months less the amount of any workers' compensation award made for temporary disability due to said injury. After three months, the employee shall use his/her accumulated sick leave to supplement Worker's Compensation payment so that his/her total weekly income is equal to the income he/she received prior to his/her injury if he/she desires.

When a new employee, hired after August 31, 2014, is absent from school as a result of bodily injury caused by an accident arising out of and in the course of his/her employment, he/she shall be compensated only by Workers' Compensation for the temporary disability.

Section 2. The Board shall have the right to have the employee examined by a physician designated by the Board for the purpose of establishing the length of time the employee is temporarily disabled from performing his/her duties as a result of the injury. In the event the employee is dissatisfied with the conclusions of such physician, such employee shall have the right to be examined by a physician of his/her own choice. If the two physicians conducting the examination disagree as to the length of time that the employee is disabled from performing his/her duties as a result of the injury, a third doctor agreeable to the Board and the employee shall examine the employee and shall make a final and binding determination as to the length of the disability. The cost of the services of such third physician shall be divided equally between the Board and the employee.

Section 3. In the event of any payment under this policy, the Board shall be subrogated to all the employees rights of recovery therefore against any person or organization and the employee shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The employee shall do nothing after the injury to prejudice such rights.

ARTICLE XXVI

TERMS OF AGREEMENT

This Agreement shall become effective September 1, 2017, and remain in full force and effect until June 30, 2021, and then shall renew itself from year to year unless either party gives at least sixty (60) days written notice to the other party of the desire to change or amend this Agreement.

IN WITNESS WHEREOF, the Parties hereunto caused these presents to be executed by their proper officers, hereunto duly authorized, as of the date and year first above written.

MONTVILLE BOARD OF EDUCATION

BY: \_\_\_\_\_

(Chairman)

9/19/17  
\_\_\_\_\_  
(Date)

TEAMSTERS LOCAL #493

BY: \_\_\_\_\_

(President)

10/5/17  
\_\_\_\_\_  
(Date)