

AGREEMENT BETWEEN

THE SIMSBURY BOARD OF EDUCATION

AND

NATIONAL ASSOCIATION  
OF MUNICIPAL EMPLOYEES

LOCAL R1-260

A DIVISION OF NAGE

EFFECTIVE

JULY 1, 2016 – JUNE 30, 2019



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THIS AGREEMENT MADE AND ENTERED INTO THIS 14th day of June, 2016 by and between the SIMSBURY BOARD OF EDUCATION, (hereinafter called "Board") and the NATIONAL ASSOCIATION OF MUNICIPAL EMPLOYEES, LOCAL R1-260, a DIVISION OF NAGE, (hereinafter called the "Union").

## **ARTICLE I**

### **PREAMBLE**

WHEREAS, the Board and the Union recognize the importance of sustaining a high level of morale among the custodial and maintenance employees; maintaining harmonious relationships between the Board and the custodial and maintenance employees; encouraging the custodial and maintenance employees to provide full service to the Board of Education and the Town of Simsbury; improving the quality of said service; and assuring necessary, usual and beneficial communications between the Board and the custodial and maintenance employees.

NOW THEREFORE, in consideration of these premises and other good consideration, the Board and the Union enter into this Agreement.

## **ARTICLE II**

### **AGREEMENT**

- A. This Agreement has been entered into by virtue of negotiations under Chapter 113, Sections 7-467 through 7-479 of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the wages and hours of employment provided herein.
- B. The provisions of this Agreement shall be in force and effect unless amended in writing by the parties hereto.
  - 1. If there is any previously adopted policy, rule or regulation of the Board which is in conflict with any provision of the Agreement, said Agreement provision shall govern during the term of this Agreement. No such provision shall operate retroactively unless expressly so stated.

**ARTICLE III**  
**RECOGNITION**

The Board of Education recognizes the National Association of Municipal Employees, Local R1-260, a DIVISION of NAGE, as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours, and other conditions of employment, for custodial and maintenance employees. Covered employees shall be all full-time employees who are employed in a custodial or maintenance position, and said employees are covered by the terms of this Agreement.

Excluded from coverage are:

- 1) On-call substitute employees;
- 2) Temporary summer employees;
- 3) Part-time employees who work less than 20 hours per week;
- 4) Those positions that are supervisory as may be excluded from coverage under Sections 7-467 to 7-479 of the MUNICIPAL EMPLOYEES RELATIONS ACT inclusive, in accordance with subdivision (2) of Section 7-471.

**ARTICLE IV**  
**BOARD RIGHTS AND RESPONSIBILITIES**

It is recognized that the Board retains and will continue to retain, whether exercised or not, the rights, responsibilities, and prerogatives necessary to direct the operation of the Simsbury Public Schools in all its aspects, including but not limited to the acquisition, control, and regulation of all property; the employment and supervision of all employees and the organization and administration of the program of the Simsbury Public Schools.

These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

## ARTICLE V

### NON-DISCRIMINATION

#### Section 1.

There shall be no discrimination, coercion, or intimidation of any kind against any employee of the Board for any reason whatsoever, on the basis of Union activity either by the Board or the Union, race, color, religion, age, sex, marital status, sexual orientation, gender identity or expression, national origin, ancestry, disability, pregnancy or genetic information, except in the case of a bona fide occupational qualification.

This provision shall be enforced in accordance with applicable statutory and administrative procedures and shall not be subject to the grievance procedure.

#### Section 2.

Employees shall have, and shall be protected in the exercise of, the right of self-organization, to form, join or assist any employee organization, to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from actual interference, restraint or coercion.

## ARTICLE VI

### UNION SECURITY AND DUES DEDUCTIONS

#### I. Dues Deductions

- A. The Board agrees to deduct, once each pay period, Union dues from the pay of those employees who, individually and in writing, authorize such deductions. The amounts to be deducted shall be certified to the Board by the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union.
- B. The Union will inform the Board of the name and title of the Union official responsible for all matters relating to dues.
- C. The Union agrees to save the Board harmless from any claim, actions, or proceedings by any employee arising from dues deductions made by the Board under the terms of this Agreement.

II. Union Security

- A. As a condition of employment, each employee who is a member of the Union on the effective date of this Agreement shall remain a member in good standing for the duration of this Agreement or shall be assessed a "Union Service Fee." Said "Union Service Fee" shall not exceed the "Union Dues Assessment" currently in effect.
- B. Each employee who is not a member of the Union on the effective date of this Agreement shall be required to become a member in good standing **or** shall be assessed a "Union Service Fee," as a condition of employment, within thirty (30) days of the signing of this Agreement.
- C. Each new employee, as a condition of employment, shall become a member of the Union in good standing after sixty (60) days of employment or shall be assessed a "Union Service Fee." Said "Union Service Fee" shall not exceed the "Union Dues Assessment" currently in effect.
- D. The language in this article is intended solely for the purposes of union security and dues and does not relate to distribution of overtime.

**ARTICLE VII**

**SENIORITY**

- I. Seniority, according to this Agreement, shall consist of length of service with the Simsbury Board of Education in the bargaining unit. Employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or personal leave of absence of less than ninety (90) days, or layoff of less than two (2) years. Seniority shall not continue to earn, accrue, or accumulate during a personal leave in excess of ninety (90) days or during any layoff period.
- II. Personnel covered by this agreement may apply for transfer or promotion at the time of the announcement of vacancies within the bargaining unit and will be granted a first round interview. Qualifications shall be stated at the time of a vacancy announcement, and positions may be posted externally concurrently. Past performance and ability to meet job qualifications will be factors considered for those seeking transfer or promotion. If all qualifications are basically equal, seniority shall govern. The final decision will rest with the Superintendent of Schools / designee.
- III. In the event that a lay-off for lack of work is pending or proposed, the Board shall notify the Union President as soon as it is practical, but, in no event less than forty-eight (48) hours prior to the lay-off effective date. No employee covered by this Agreement shall be laid off for lack of work without two (2) weeks notice, unless two (2) weeks pay is substituted in lieu of notice..

- IV. An employee with the least seniority within classification as defined in Section 1 shall be laid off first, provided his/her seniority would not allow him/her to bump to a lateral or lower rated job for which he/she is qualified. Laid-off permanent employees with the most seniority shall be rehired first and no new employees shall be hired until all laid-off employees have been given an opportunity to return to work and providing the employee recalled is qualified to fill the vacancy. Laid-off employees will be retained on a recall list and maintain their seniority status for a period not to exceed two (2) years. An employee who refuses recall, or does not respond within a period of fifteen (15) work days from the date of certified mailing of an offer of re-employment, shall lose all further recall rights.
  
- V. The Board of Education shall maintain an accurate and up-to-date record of each employee's sick leave and vacation. Employees have access to the information through the on-line Employee Access Center.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

#### A. Purpose and Prerequisite

The purpose of the grievance procedure shall be to resolve at the lowest possible administrative level issues which may arise from time to time with respect to the provisions of this Agreement.

The grievance procedure shall not be applicable until and unless normal administrative channels for resolving a problem through the level of the Building Principal/Supervisor of Buildings and Grounds have been followed in good faith.

Unless a grievance is presented in writing within fifteen (15) days of the date of the incident or occurrence giving rise to the grievance, the grievance shall be considered waived.

#### B. Definitions

1. A "grievance" is a claim that a specific provision of the Agreement has been misapplied or misinterpreted.
2. An "aggrieved person" is the employee making the claim.
3. A "party in interest" is the person, persons, or union who, in addition to the aggrieved, has a recognized and reasonable interest in the grievance or in its resolution.
4. The term "days" means work days.

#### C. Procedures

##### 1. **Level One**

An employee with a grievance shall discuss it with the immediate supervisor involved with the object of resolving the matter informally.

##### 2. **Level Two**

If the aggrieved person is not satisfied with the disposition of the grievance\_ at Level One, or if the grievance is not resolved within two (2) days after application under Level One, he/she shall submit his/her grievance to the Building Principal if a custodian or Supervisor of Buildings and Grounds if a member of the maintenance staff. Such grievance shall be in writing and shall be presented within four (4) days following the disposition under Level One or six (6) days following the discussion under Level One, whichever is sooner.

##### 3. **Level Three**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within four (4) days following submission of the grievance under Level Two, the aggrieved\_person shall forthwith present the written grievance to the Superintendent of Schools or his/her designee. The Superintendent of Schools or his/her designee shall notify the aggrieved person



of his/her decision in writing, within five (5) days from the day the grievance was submitted to him/her.

**4. Level Four**

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she shall, in writing, request the Union Committee to submit his/her grievance to mediation. Such request shall be presented within five (5) days following a decision under Level Three.

(b) If the Union Committee determines that the grievance is meritorious and that submitting it to mediation is in the best interests of the school system, the Union Committee shall recommend to the full Union Membership that the Union submit the grievance to mediation within ten (10) days after receipt of a request by the aggrieved person to submit the grievance to mediation..

(c) If the Union, in the foregoing manner, determines that the matter should be submitted to mediation, and so notifies the Board in writing, a written request by either party to this Agreement shall be forwarded to the State Board of Mediation and Arbitration.

(d) The mediation decision of the State Board of Mediation and Arbitration shall not be binding on any party.

**5. Level Five**

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Four, he/she shall, in writing, request the Union Committee to submit his/her grievance to arbitration. Such request shall be submitted within five (5) days following a decision under Level Four.

(b) If the Union Committee determines that the grievance is meritorious and that submitting it to arbitration is in the best interest of the school system, the Union Committee shall recommend to the full Union Membership that the Union submit the grievance to arbitration within ten (10) days after receipt of a request to do so by the aggrieved person.

(c) If the Union, in the foregoing manner, determines that the matter should be submitted to arbitration and notifies the Board in writing, a written request for arbitration by either party to this Agreement shall be forwarded to the State Board of Mediation and Arbitration, or by mutual agreement of the Union and the Board, to the American Arbitration Association.

(d) The arbitration decision of the State Board of Mediation and Arbitration, or if applicable, the American Arbitration Association shall be binding on all parties.

The cost of arbitration shall be borne equally by the Union and the Board.

#### **D. Miscellaneous**

1. The Board and the Union agree that the grievance proceedings shall be kept as informal and confidential as may be appropriate consistent with statutory requirements.
2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement in writing for cause shown.
3. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved person or the Union to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved person of the decision rendered and such decision shall thereafter be binding upon all parties.
4. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and the administration until such grievance and any effect thereof shall have been fully determined.
5. Meetings held under this procedure shall be held at a time and place which will afford a fair and reasonable opportunity for all proper persons to be present. Persons proper to be present for the purposes of this article are defined as the aggrieved person, his/her representative and witnesses.
6. The aggrieved person may be represented at any step of the grievance procedure by a person of his/her choosing. When an aggrieved person is not represented by the Union, the Union shall have the right to be present and to state its views at all steps of the grievance procedure.
7. The Union President or Union representative and aggrieved person shall be allowed time to process a grievance without loss of pay to the extent of a reasonable number of hours per fiscal year not to exceed a total of forty (40) hours per year. In the event that the 40 hour limit is to be exceeded in a given fiscal year, the 40 hour limit may be adjusted by mutual agreement of the Superintendent of Schools or his/her designee and the Union President.

## ARTICLE IX

### DRUG AND ALCOHOL-FREE WORKPLACE POLICY

#### I. DRUG AND ALCOHOL-FREE WORKPLACE

The Simsbury Board of Education is committed to maintaining a work environment free from the adverse impact of employee drug and alcohol abuse. Employee drug and alcohol abuse can create serious risks of physical harm to employees, and compromise safety in the workplace and the quality of services provided by the school district.

#### II. DRUG POLICY FOR EMPLOYEES

##### A. Illegal Drugs

1. The Simsbury Board of Education (the "Board") prohibits the unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance by its employees in the workplace. The "workplace" includes but is not limited to: employees while on the job, while on school district property, while operating school district equipment or vehicles, or while operating any other equipment or vehicle while on school district business. The terms "Controlled Substance" includes any drug or substance that the law prohibits an individual from manufacturing, selling, or otherwise transferring, including, but not limited to, marijuana and cocaine. As a condition of employment, employees must abide by this policy and may be required to submit to a drug test where appropriate under this policy.
2. The Board also prohibits its employees from being on the job, on school district property, operating school district equipment or vehicles, or operating any other equipment or vehicle on board of education business while under the influence of any controlled substance. An employee is "under the influence" if drug test results indicate the presence of a controlled substance in the employee's system in an amount that constitutes a positive test result as defined elsewhere in this policy.
3. Any employee who violates any provision of this section will be subject to disciplinary action up to and including discharge.

##### B. Legally Obtained Drugs

1. Employees must not be on the job, on school district property, or operating school district equipment or vehicles while on board of education business while under the influence of any drug - legal or illegal - that renders the employee unfit for duty. An employee is "unfit for duty" if, in the opinion of the Superintendent of Schools, or his designee, the employee's use of drugs jeopardizes his or her ability to work safely or efficiently. If an employee's medically required use of legally obtained drugs renders the

employee unfit for duty, and in the opinion of the Superintendent of Schools, or his/her designee, a temporary alternative job assignment is not available, the employee will be considered unfit for duty due to illness.

2. When medication may affect job performance, employees are responsible for providing medical documentation that indicates use of prescribed medicine and of any such potential effect as may be reasonably requested by the Board.

### III. ALCOHOL POLICY FOR EMPLOYEES

- A. The Board prohibits its employees from consuming, possessing, distributing, purchasing, selling, or otherwise transferring alcoholic beverages while on the job, while on school district property, while operating school district equipment or vehicles while on the job, or while operating any other equipment or vehicles, while on board of education business.
- B. The Board also prohibits its employees from being on the job, on school district property, or operating school district equipment or vehicles, or operating any other equipment or vehicle while on board of education business while under the influence of alcohol.
- C. An employee who, violates any provision of this section, will be subject to disciplinary action up to and including discharge.

## ADMINISTRATIVE PROCEDURES

### I. REASONABLE SUSPICION TESTING

- A. The Board will require an employee to be tested whenever there is a reasonable suspicion that an employee has violated this policy through the use of alcohol or a controlled substance. The Board's determination that reasonable suspicion exists to require an employee to undergo testing will be based on specific and concurrent observations of the employee. These observations include the appearance, behavior, speech, or body odors of the employee. In addition, they may include indications of the chronic use of alcohol/controlled substances or acute characteristics such as the withdrawal efforts of controlled substances.

An employee who is subject to reasonable suspicion testing shall remain readily available for such testing. A failure to do so may be deemed as having refused to submit to the testing.

- B. Some employees may be subject to follow-up testing after having been found in violation of the policy. These employees are those who had been found to have violated this policy, who were then referred to a substance abuse professional who identified them as needing assistance in resolving the alcohol or drug problem, and then, at the option of the Board or pursuant to this agreement, have been reinstated

to their positions. These individuals are subject to unannounced follow-up testing for up to thirty-six (36) months following their reinstatements.

The number and frequency of these follow-up tests shall be as directed by the substance abuse professional and consist of at least six tests in the first twelve months following the employee's return to duty.

- C. A refusal to submit to a test will have the same effect as having a test result come back positive for alcohol use or controlled substances use. A refusal to submit to testing can take several forms which are as follows:
- The employee fails to provide adequate breath for testing without a valid medical explanation;
  - The employee fails to provide adequate urine for controlled substances test without a valid medical explanation;
  - The employee engages in conduct that clearly obstructs the testing process. Obstructing the testing process includes, but is not limited to, tampering with or substituting specimens provided for alcohol or controlled substances testing.

If an employee is found to have a positive result for alcohol or controlled substances use, he or she will be required to submit to an evaluation by a substance abuse professional in order to determine whether there is need for substance abuse rehabilitation or treatment. If the employee wishes to be reinstated to his or her position, pursuant to this agreement, the employee must successfully complete the rehabilitation program prescribed by the substance abuse professional. If the employee has no interest in retaining his or her position, there is no requirement that he or she follow the recommendations of the substance abuse professional.

- D. Employees are required to cooperate with any Board investigation into possible violations of this policy. All employees are required to authorize the release of their medical records related to any alcohol/controlled substances testing, rehabilitation, or follow-up treatment as reasonably required by Board officials and representatives in accordance with the law.

An employee having reasonable suspicion that a supervisor is violating this policy should report his or her suspicion to another supervisor or the supervisor of the next higher rank above the one under suspicion. If an employee reasonably believes that he or she cannot report his or her suspicions to any supervisor, then the employee should report his or her suspicions to the Director of Personnel or Superintendent of Schools.

## II. DISCIPLINARY ACTION

- A. Any employee undergoing reasonable suspicion testing will be suspended from work pending the test results. If the test results are negative, the employee will be returned to work unless the suspension was imposed for additional reasons unrelated to this policy and for which back pay is not to be paid.
- B. Any employee testing positive for alcohol or controlled substances will be suspended from work without pay pending a complete investigation and disciplinary determination. This suspension will not be delayed by an employee's request for testing of a split urine specimen by a second laboratory.
- C. An employee who voluntarily comes forward and asks for assistance to deal with an alcohol or controlled substance dependency problem shall not be disciplined. The exceptions to this rule are when the employee otherwise violates the alcohol/controlled substance rules of conduct, the employee engages in additional misconduct unrelated to this policy, or the employee has previously been reinstated for violation of this policy and is still subject to a one strike rule. A disclosure of a controlled substance or alcohol dependency problem by an employee upon his or her learning, or receiving notice, from the Board that he or she is to be scheduled or sent for alcohol or controlled substances testing is not a voluntary disclosure.
- D. The Board may grant a leave of absence without pay for a maximum of sixty (60) calendar days to allow the employee to undergo treatment pursuant to a rehabilitation program recommended by a substance abuse professional. The Board may grant this leave only once during an employee's one time violation rule. At an employee's election, he or she may substitute any accrued paid leave available to him or her in lieu of the unpaid leave.
- E. An employee requesting reinstatement from such leave of absence must demonstrate a successful completion of the rehabilitation program and continuation of any follow up program and must submit to a return to duty test and follow up testing.
- F. Any employee found in violation of this policy during his or her first two years of continuous full time employment with the Board will have no right to request reinstatement.
- G. Any employee found in violation of this policy as it relates to alcohol, who in addition has worked for the Board longer than the period of time described in the preceding paragraph, will be subject to a ten year one strike reinstatement policy. That is, the employee may request reinstatement in accordance with the terms of this policy. However, any further violation of this policy in the ten year period following reinstatement will subject to the employee to discharge. After the ten year period, the employee will stand in the same position he or she did prior to the initial violation of the policy.

H. Reinstatement of any employee who has violated this policy with regard to controlled substances and who has worked for the Board longer than the period of time described above shall be on a one time lifetime basis, that is, any future violation of this policy will subject the employee to discharge.

III. FAILURE TO COOPERATE

Any employee who (a) fails to cooperate with an investigation into possible violations of this drug and alcohol policy, or (b) refuses to sign consent to or to take a drug or alcohol test will be subject to disciplinary action up to and including discharge.

IV. EMPLOYEES WHO NOTIFY SCHOOL OFFICIALS OF A DRUG OR ALCOHOL PROBLEM

A. The Board encourages employees to seek professional help for their drug or alcohol problems. An employee who voluntarily notifies the Superintendent of Schools or the Director of Personnel that he/she has a drug or alcohol problem shall be allowed, upon request, to use his/her sick days, vacation, and personal time to undergo rehabilitation. If such days are unavailable, the employee shall be granted up to 60 calendar days per occurrence of unpaid medical leave to undergo rehabilitation. Upon completion of the rehabilitation period the employee shall submit to the Superintendent of Schools a medical certificate stating that the employee is free of any alcohol or substance abuse problems before returning to work and will undergo tests as noted below.

B. An employee who successfully completes a rehabilitation program will be allowed to return to work in his/her former position if the position exists, or another available position, for which the employee is qualified. However, reemployment will remain subject to the other provisions of this policy.

C. Employees who notify the Superintendent or the Director of Personnel of their drug or alcohol problem only after an investigation into whether they are in violation of this policy has begun remain subject to disciplinary action for policy violations where any damage, injury, or other harm is involved. In all cases, a notation shall be placed in the employee's file indicating that the employee has violated this policy and the subject employee shall be required to enter into rehabilitation in accordance with Section A in order to avoid disciplinary action for policy violations. Upon request of the employee, the employee will be provided information on drug counseling, drug rehabilitation, and drug abuse assistance programs available in the community.

**ARTICLE X**  
**WORKING HOURS**

- A. The basic work week shall consist of five (5) consecutive eight (8) hour days, normally Monday through Friday, except for those employees whose services for educational programs and activities sponsored by the Board are determined by the Superintendent of Schools or his/her designee to require other basic work weeks.

In the event a work week other than Monday through Friday is required, volunteers will be sought before any employee is assigned to the new work week. A rotation assignment within the building will be utilized unless initial employment requires other than the normal Monday through Friday work week.

Starting and finishing hours shall be determined by the particular needs of each individual school as determined by the Superintendent of Schools or his/her designee.

- B. When school is not in session, employees have the choice of working either the day shift or the night shift without loss of pay or benefits with the approval of the Superintendent of Schools or his/her designee. The working hours of individual employees shall not be changed without two (2) weeks' advance notice, except for emergencies. An employee called to work prior to his/her regularly assigned work shift shall be allowed to work his/her regular shift at his/her option. The night shift custodial employees will automatically work the day shift on days in which school is closed by the Superintendent of Schools due to snow conditions. In such conditions, the night shift personnel will begin work no earlier than 9:00 a.m. and will complete an 8-hour work schedule.
- C. The hours and days off of an individual employee or group of employees shall not be changed, altered, or modified to avoid the payment of overtime, unless the employee requests the change and unless the change is in accordance with paragraph B above.
- D. Shift changes within classification shall be made by seniority. The term "classification" shall be interpreted as follows:
1. Custodial employees within wage category as displayed in Article XV,
  2. Maintenance employees within wage category.
  3. The Board reserves the right to leave a night supervisory custodian on the night shift to perform supervisory duties.



## **ARTICLE XI**

### **OVERTIME**

- A. When a paid holiday, hereinafter defined, falls during the work week, it shall be included as regular hours worked in determining the existence of overtime.
- B. For all Board of Education functions, overtime shall be paid as follows:
  - 1. Time and one-half the regular hourly rate shall be paid for each hour worked in excess of eight (8) in one day or forty (40) in any one week, or for all work performed on Saturdays.
  - 2. Double the regular hourly rate shall be paid for all work performed on Sundays and holidays.
- C. For all rental functions, overtime shall be paid as follows:
  - 1. Time and one-half the regular hourly rate shall be paid for each hour worked in excess of eight (8) in one day or forty (40) in any one week.
  - 2. Time and one-half will be paid for Saturday work when the normal work week is Monday through Friday.
  - 3. Double the regular hourly rate shall be paid for each hour worked on Sundays and holidays.
  - 4. Minimum fees paid are based on two (2) hour minimum charge, except when custodians are normally on duty at the time immediately preceding rental of school buildings.
  - 5. A two (2) hour minimum notice of cancellation of any rental shall be required or a minimum charge shall be applicable unless said cancellation is due to an act of God.
- D. Time and one-half the regular hourly rate shall be paid for all scheduled building checks conducted on Saturdays. Double the regular hourly rate shall be paid for all building checks conducted on Sundays or holidays. Employees will receive a minimum of two hours pay to conduct a building check, and the employee is expected to be on site for the two hour duration. Building checks shall continue to be conducted by the senior custodian or some other responsible member of the custodial or maintenance staff, but not excluding the supervisory personnel, designated by the Supervisor of Buildings and Grounds.
- E. All overtime work shall be distributed equitably (see Exhibit A Custodial/Maintenance Overtime Distribution Procedures) on an hourly basis in each school among off-duty qualified employees from a list compiled alphabetically by job category. Employees

refusing an overtime assignment shall be charged a turn on the distribution basis for the actual value in hours of the job refused. In the event a school building cannot be covered for an overtime assignment by its regular staff, the Supervisor of Buildings and Grounds may assign some other responsible member of the custodial or maintenance staff, but not excluding the supervisory personnel, to perform this task. Employees shall be given as much advance notice as possible for overtime assignments. Employees not contacted personally will not be charged a turn on the distribution chart.

Full-time employees shall be given right of first refusal on special events/activities. Special events shall be defined as any event conducted outside the normal school day.

- F. Employees temporarily transferred to another school shall be allowed to continue participating in overtime assignments at their regularly assigned school.
- G. The rate of compensation for snow removal by school personnel using school-owned trucks will be as follows:
  - 1. Time and one-half the regular hourly rate shall be paid for each hour worked outside the normal work day.
  - 2. The regular hourly rate shall be paid for each hour worked during the regularly scheduled work day.
  - 3. Time and one-half the regular hourly rate shall be paid for each hour worked on Saturdays. Double the regular hourly rate shall be paid for each hour worked on Sundays and holidays.

At conclusion of an eight (8) hour work day, the employee responsible for system-wide snow removal has the option to leave work if the snow removal is completed. A maximum of one supervisor will plow snow with bargaining unit personnel except in an emergency situation.

- H. Employees shall be compensated at the overtime rate for meetings they are required to attend when such meetings require attendance beyond the normal forty (40) hour work week and when such meetings are called by the Superintendent of Schools or his/her designee or the Supervisor of Buildings and Grounds.

## ARTICLE XII

### HOLIDAYS

- A. The following holidays shall be given all employees covered by this Agreement as paid holidays:
1. New Year's Day - January 1
  2. Martin Luther King Day
  3. President's Day
  4. Good Friday
  5. Memorial Day - Last Monday in May
  6. Independence Day - July 4
  7. Labor Day - First Monday in September
  8. Columbus Day - Second Monday in October
  9. Veteran's Day – floating holiday
  10. Thanksgiving Day
  11. Day after Thanksgiving
  12. Day before Christmas
  13. Christmas Day - December 25

Full-time employees shall be given a total of thirteen (13) paid holidays with Veteran's Day as a floating holiday. Employees hired after July 1, 2010 will be given twelve (12) paid holidays which will not include Veteran's Day. If school is in session on a holiday as listed above, the employee shall be given another day off to compensate for said holiday at a time mutually agreeable to the employee, Senior Custodian, and the Supervisor of Buildings and Grounds.

- B. Paid holidays occurring on Saturday shall be observed on the preceding Friday provided there is no school on said Friday. Paid holidays occurring on Sunday shall be observed on the following Monday provided there is no school on said Monday.
- C. Whenever any of said holidays shall fall during the paid vacation of an employee, said holiday shall not be charged against the employee's earned vacation time. The employee shall be given another day off to compensate for said holiday at a time mutually agreeable to the employee, the Senior Custodian, and the Supervisor of Buildings and Grounds.
- D. In the event of personal illness on the work day preceding or following a holiday period, an employee may be requested by the Superintendent of Schools or the Director of Personnel to furnish a doctor's certificate of illness. In the event that the employee cannot furnish such a certificate, he/she shall forfeit his/her holiday pay. The employee's holiday pay shall not be forfeited if said employee, as requested by the Superintendent of Schools or the Director of Personnel, furnishes a doctor's certificate of illness.

- E. In addition to holidays and vacations, if an employee has a perfect attendance record during the following three month periods (September 1-November 30 December 1-February 28 March 1-May 31 June 1-August 31) that person shall receive a one-half day off with pay for each three (3) month period. Absences for personal leave or vacation leave will not mar otherwise perfect attendance. Absences for sick leave, suspension or tardiness will mar perfect attendance. Earned perfect attendance days may accumulate; all days earned by May 31 must be taken by the end of the calendar year period (or December 31). If an employee has perfect attendance for a full year, that person shall receive one full day off with pay for that year. Annual year period is June 1 - May 31.

### ARTICLE XIII

#### VACATIONS

- A. Vacation benefits shall be granted to those eligible employees based on vacation earned in the prior year. July 1<sup>st</sup> of each year will be the date for computing accrued vacation benefits.
- B. Employees hired between July 1 and December 31 with less than one (1) year of full-time service, but more than six (6) months of full-time service shall be granted ten days vacation on the July 1<sup>st</sup> following the date of their employment. Such employees are entitled to take paid vacation of five (5) days from their first vacation accrual during the period January 1 through June 30 of their first year of employment. Any such vacation so taken will be deducted from the employee's vacation entitlement on the following July 1<sup>st</sup>. Employees hired between January 1 and June 30 will be granted pro-rata vacation as of July 1.
- C. Employees with one (1) year or more but less than five (5) years of full-time service shall be granted a paid vacation of ten (10) week days each year.
- D. 1. Employees who have completed five (5) years or more but less than ten (10) years of full-time service shall be granted a paid vacation of fifteen (15) week days.
2. Employees who have completed ten (10) years or more full-time service shall be granted a paid vacation per the following schedule:
- |                       |   |                                 |
|-----------------------|---|---------------------------------|
| ten years             | = | fifteen (15) days per year      |
| eleven years          | = | sixteen (16) days per year      |
| twelve years          | = | seventeen (17) days per year    |
| thirteen years        | = | eighteen (18) days per year     |
| fourteen years        | = | nineteen (19) days per year     |
| fifteen or more years | = | twenty (20) days per year       |
| twenty or more years  | = | twenty five (25) days per year. |

- E. Pro-rata vacation pay shall be given to an employee whose work and attendance has been deemed satisfactory in the event of voluntary termination of service with the Board of Education.
- F. The vacation period within each building or department shall be set by mutual agreement among the Principal/Supervisor of Buildings and Grounds and the employees with the approval of the Superintendent of Schools or his/her designee at any time during the fiscal year. Such scheduling preferences shall be based on seniority as is currently practiced.
- G. With 48 hours advance notice, employees may take vacation one (1) day at a time with permission of the Principal and the approval of Superintendent of Schools or his/her designee.
- H. Employees may carry over a maximum of five (5) vacation days into the following year. More than five days may be approved for carry over in extraordinary circumstances as determined by the Superintendent of Schools or his/her designee. The specific circumstances will be documented in writing on the signed approval form.

## **ARTICLE XIV**

### **LEAVE PROVISIONS**

#### A. Sick Leave

Each full-time custodial and maintenance employee covered by this Agreement shall be entitled to one and one-half (1-1/2) working days per month, not to exceed fifteen (15) days per year for personal illness with full pay (eighteen (18) days for employees hired before 7/1/2010). "Personal illness" may be defined to include illness or death in the immediate family of an absent employee covered by this Agreement. Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the Board, and as authorized by the Board, but such accumulation of sick leave shall not be more than one hundred and sixty (160) work days. A physician's certificate may be required as deemed necessary by the Superintendent of Schools or his/her designee only if there is a past history of absence abuse and the request for documentation is not discriminatory. Failure to provide written medical documentation within one week of the request will result in a salary deduction for the day(s) not validated by a licensed medical physician.

#### B. Personal and Other Leave

1. Each full-time custodial and maintenance employee covered by this Agreement shall be entitled to a total of four (4) personal days leave of absence annually (not cumulative) with full pay in accordance with the following definitions and time limitations:

- a. Religious days, not to exceed three (3) a year
  - b. Sickness or death of relatives in the immediate family, i.e., wife, husband, child, parent, grandparent, brother, sister, uncle, aunt, niece, nephew, cousin, or a member of the immediate household
  - c. Attendance in court or for other legal reasons beyond the employee's control
  - d. Personal reasons, necessitating absence from work, if approved by the Superintendent of Schools or his/her designee
  - e. Jury duty: Personnel covered by this agreement called to jury duty shall be granted the difference between jury pay and their regular salary. Time lost for jury duty shall not be charged against accumulated sick leave.
2. Application for leave in the provisions above shall be made to the Superintendent of Schools or his/her designee at least forty-eight (48) hours before taking such leave (except in the case of emergencies). Employees shall make every effort to make such request as far in advance as possible, and the Board shall make every effort to process such a request as expeditiously as possible.
  3. Personal and other leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the employee is entitled.
  4. For leaves of absence other than those covered by leave policies, the per diem rate of deduction shall be the actual hourly rate times the usual number of hours in the employee's work day.
  5. a. The Board of Education and Superintendent of Schools or his/her designee may grant leaves of absence without pay for a period not to exceed one (1) year if it is in the best interests of the school system and does not interfere with the welfare of the children. Requests for such leave shall be made in writing to the Superintendent of Schools or his/her designee and shall include a statement of the reasons and the length of the leave required. Employees granted such leave shall be given consideration for any open position within their category available at the termination of the leave period.  
  
b. Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of the absence. Any vacation time due to an employee at the time of taking said leave of absence without pay may be paid at that time.
  6. Workers' Compensation, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness, or injury that occurred while the employee was engaged in the performance of his/her duties.

The Board of Education covers all employees with Workers' Compensation Insurance, which pays the employee a percentage of his/her salary or average earnings during the period of disability. When the absence of a person employed under this

Agreement is covered by Workers' Compensation, said employee shall also be entitled to partial sick leave payment on a pro-rata basis, but total compensation shall not exceed the employee's regular rate of pay. No deduction of days from the accumulated sick leave of the employee receiving benefits under Workers' Compensation and partial sick leave payment shall be charged against accumulated sick leave for the first sixty (60) days, with the Board assuming the difference between Workers' Compensation and employee's regular pay during that period.

After the first sixty (60) days, the deduction of days from the accumulated sick leave of the employee receiving benefits under Workers' Compensation and partial sick leave payment simultaneously shall be on a pro-rata, partial-day basis. Said deduction of partial days from the employee's accumulated sick leave per day of absence under Workers' Compensation shall be equivalent in percentage to that part of the employee's regular salary not covered by Workers' Compensation payments through the terms of coverage by Workers' Compensation.

All payments on injury leave shall be made subject to the same rules and regulations as Workers' Compensation Insurance and shall not be payable if the accident shall have been due to intoxication or willful misconduct on the part of the employee.

7. The year beginning each July 1st shall be the period for computing leave provisions.

C. Union Leave

Officers or delegates of the Union, with prior notice and approval from the Superintendent or his/her designee, shall be granted leave from duty with full pay to attend labor conventions and/or educational conferences, provided that the total leave for the bargaining unit under this section shall not exceed a total of five (5) days in any fiscal year (July 1 - June 30).

## **ARTICLE XV**

### **WAGES**

#### A. Effective July 1, 2016:

1. A 2.25% general wage increase shall be granted for 2016-17, 2017-18, and 2018-19.
2. All earned increments shall be granted.
3. The Board shall provide reimbursement to Skilled Level Maintenance employees for the renewal of trade licenses.
4. The following wage schedule shall be effective July 1, 2016:



	Step	2016-17	2017-18	2018-19
<b>Category 1 - Custodian</b>				
<b>Custodian I</b>				
Day Shift General Custodian	1	\$23.93	\$24.47	\$25.02
	2	\$24.64	\$25.20	\$25.76
	3	\$25.29	\$25.86	\$26.45
<b>Custodian II</b>				
Senior Custodians in schools employing less than five (5) custodians	1	\$26.67	\$27.27	\$27.88
Day Supervisory Custodian (High School)	2	\$27.45	\$28.07	\$28.70
Night Supervisory Custodian (Middle School / Elementary Schools)	3	\$28.14	\$28.78	\$29.43
<b>Custodian III</b>				
Senior Custodians in schools employing five (5) to ten (10) custodians	1	\$27.45	\$28.07	\$28.70
Night Supervisory Custodian (High School)	2	\$28.14	\$28.78	\$29.43
	3	\$28.83	\$29.48	\$30.14
<b>Night Custodian - An additional thirty (30) cents per hour to the Custodian I classification shall be paid</b>				
Night Shift General Custodian	1	\$24.23	\$24.77	\$25.32
Second Shift General Custodian	2	\$24.94	\$25.50	\$26.06
	3	\$25.59	\$26.16	\$26.75
<b>Third Shift General Custodian - An additional thirty-five (35) cents per hour to the Custodian I classification shall be paid</b>				
Third Shift General Custodian	1	\$24.28	\$24.82	\$25.37
	2	\$24.99	\$25.55	\$26.11
	3	\$25.64	\$26.21	\$26.80
<b>Category 2 - Maintenance</b>				
<b>Maintenance I</b>				
Day Shift General Maintenance	1	\$25.52	\$26.10	\$26.68
	2	\$26.23	\$26.82	\$27.42
	3	\$26.88	\$27.49	\$28.11
<b>Maintenance II - An additional fifteen (15) cents per hour to the Maintenance I classification shall be paid</b>				
Day Shift School Custodial Maintainer	1	\$25.67	\$26.25	\$26.83
Night Shift General Maintenance	2	\$26.38	\$26.97	\$27.57
Second Shift General Maintenance	3	\$27.03	\$27.64	\$28.26
<b>Maintenance III - An additional twenty (20) cents per hour to the Maintenance I classification shall be paid</b>				
Third Shift General Maintenance	1	\$25.72	\$26.30	\$26.88
	2	\$26.43	\$27.02	\$27.62
	3	\$27.08	\$27.69	\$28.31
<b>Maintenance IV</b>				
Carpenter, Mechanic, Groundskeeper	1	\$26.49	\$27.09	\$27.70
	2	\$27.23	\$27.84	\$28.46
	3	\$27.84	\$28.47	\$29.11
<b>Skilled Level Maintenance</b>				
Requiring State of Connecticut Licensing	1	\$29.79	\$30.46	\$31.14
(to include plumber, HVAC mechanic and cabinetmaker)	2	\$30.60	\$31.29	\$31.99
	3	\$31.44	\$32.15	\$32.87

- B. New custodial or maintenance employees shall be assigned to a step on the salary schedule consistent with their past work experience as determined by the Superintendent of Schools or his/her designee.

- C. New custodial or maintenance employees shall serve a six (6) month probationary period and will be evaluated at that time. At the end of the ninth month of employment, there will be a second evaluation, and, if the employment of the new employee is continued, said employee shall be granted the next step on the salary schedule; thereafter, one year from date of employment said employee shall be granted the next higher step on the salary schedule, if he/she is not at maximum based on satisfactory performance.
- D. The Board shall continue to distribute pay checks on the regular pay day. If a holiday occurs on a pay day, payments shall be made on the last working day preceding the holiday.
- E. Longevity payments shall be due all personnel covered by this Agreement in accordance with the following schedule:
  - 1. Employees completing ten (10) years of service with the Board shall receive a single payment payable in December as follows:
 

2016-19	\$750
---------	-------
  - 2. Employees completing fifteen (15) years of service with the Board shall receive a single payment payable in December as follows:
 

2016-19	\$850
---------	-------
  - 3. Employees completing twenty (20) years of service with the Board shall receive a single payment payable in December as follows:
 

2016-19	\$950
---------	-------
- F. The employees assigned to the maintenance category shall continue their hourly rate of pay when assigned custodial responsibilities on a substitute basis by the Superintendent of Schools or his/her designee. Such assignment should not exceed thirty (30) working days per single incident per single maintenance employee, except in cases of emergencies.
- G. Custodians who substitute for the Head Custodian shall be paid the Head Custodian's hourly rate for all time acting in that capacity when such substitution consists of 20 consecutive work days or more.

## ARTICLE XVI

### INSURANCE AND PENSION BENEFITS

#### A. Life Insurance

Twenty-five thousand dollars (\$25,000) of life insurance coverage is provided at Board expense. Individuals may purchase additional life insurance on a 50%/50% Board-employee shared-cost basis. The maximum amount available, which shall include the twenty-five thousand (\$25,000) dollar coverage provided at Board expense, shall not exceed twice the annual salary of the insured, computed to the nearest higher thousand, with an over-riding maximum of one hundred thousand dollars (\$100,000).

#### B. Board of Education Health Insurance Program

1. There are three health insurance options available to employees hired before July 1, 2016. For new hires or those newly eligible for health insurance on or after July 1, 2016 or thereafter, the only health insurance plan will be the High Deductible Health Plan (HDHP) outlined further below. The Board-employee shared cost basis is indicated in the following schedule

##### Preferred Provider Organization (PPO)

	<u>Year</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
Individual / dependent contribution	2016-17	82.0%	18.0%
	2017-18	Buy-up	Buy-up
	2018-19	Buy-up	Buy-up

##### Health Maintenance Organization (HMO)

	<u>Year</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
Individual / dependent contribution	2016-17	83.0%	17.0%
	2017-18	Buy-up	Buy-up
	2018-19	Buy-up	Buy-up

##### High Deductible Health Plan (HDHP)

	<u>Year</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
Individual / dependent contribution	2016-17	86.0%	14.0%
	2017-18	85.0%	15.0%
	2018-19	84.5%	15.5%

**Note:** “Buy-up” is the option to participate in the HMO or PPO by paying the difference between (1) what the Board would have paid in premium or premium equivalent plus the applicable Board payment to offset the deductible amount for the HDHP and (2) the cost of participating in the HMO or PPO.

## 2. Additional Plan Information

### **Preferred Provider Organization (PPO-In Network)**

There is no annual deductible cost to the individual, no family deductible, and no co-insurance costs for those expenses incurred within the Network of doctors and hospitals. This Plan includes an unlimited lifetime maximum.

### **Preferred Provider Organization (PPO-Out-of-Network)**

The annual deductible for out-of-network is \$400 individual / \$800 individual plus one / family \$1,200 80% / 20% co-insurance on a calendar year basis, after the insured has paid \$1,400 individual / \$2,800 individual plus one / \$4,200 family in benefit payments including deductible, covered expenses are paid 100%. This plan includes a \$2,000,000 lifetime maximum.

### **Health Maintenance Organization (HMO)**

There is no annual deductible for the individual and their families as long as they stay in the HMO Network. This Plan has no lifetime maximum if services are provided in Network. Out of the HMO Network the individual has total responsibility for medical expenses, except in an emergency.

### **High Deductible Health Plan (HDHP)**

- Prescription co-pays (\$10/\$25/\$40) apply after the deductible is satisfied.
- The deductibles shall be \$2,000/\$4,000, and employees will be enrolled in a Health Savings Account (HSA).
- The Board’s contribution to the deductible shall be made 50% in the first pay date in July and 50% in the first pay date in January.
- Board contribution to deductible is 50%.
- Employees hired and eligible for health insurance before July 1, 2016 who elect to participate in the HDHP may change insurance options during district open enrollment.
- For employees not eligible for a health savings account (HSA), the Board is committed to providing alternatives, including but not limited to health reimbursement accounts (HRAs) where appropriate.
- During the first open enrollment period following ratification of the agreement, employees electing to switch from the PPO to the HDHP will receive a one-time incentive payment of \$500 for an individual plan and \$1000 for other plans (Employee +1 or Family).

**Plan design changes in PPO and HMO as follows:**

- Office visit \$25
- Specialist visit \$30
- ER \$75
- Urgent Care \$50
- Inpatient \$100
- Out-patient \$100
- Imaging \$75/\$375

Retiree Health Insurance

All employees retiring on or after 7/1/97 will receive as a health insurance program, the program(s) in place for active employees and may purchase major medical coverage at their own expense at their group rate, with a maximum lifetime benefit of one hundred thousand dollars (\$100,000), as long as their coverage is uninterrupted. Employees who retired prior to July 1, 1997 will be given the option to select one of the options available to active employees. To be eligible for coverage continuation, a retiree must have attained the age of at least 55 at retirement and have 15 years of service with the Simsbury Board of Education.

C. Board of Education Employee Benefit Program

1. For employees who retire after July 1, 1989, the Board shall provide the retiree annually thereafter the sum of \$600.00 towards the retiree's health insurance provided he/she remains enrolled in the group plan of the Simsbury Public Schools, has reached age 62, and has 10 years of service.
2. The Prescription Drug Benefits Program includes the following co-payments:

	<u>2016-19</u>
Generic - Retail	\$ 10.00
Generic - Mail Order	\$ 20.00
Brand Preferred - Retail	\$ 25.00
Brand Preferred - Mail Order	\$ 50.00
Brand Non-Preferred - Retail	\$ 40.00
Brand Non-Preferred - Mail Order	\$ 80.00

3. The Board agrees to implement a plan for pre-tax deductions in accordance with IRS Section 125.

D. Dental Plan

The Board will provide a dental plan on the following cost basis: individual coverage may be purchased on an 95% / 5% Board-employee shared-cost basis.

Qualifying individuals may purchase dependent coverage on an 85% /15% Board-employee shared-cost basis, with a maximum annual benefit of \$1,500 per individual.

E. Long-term Disability Plan

A long-term disability income plan is available on a 50%/50% Board-employee shared-cost basis.

F. Filing and Content of Insurance Plans

Details of all insurance plans are filed in the office of the Board of Education and may be examined there during regular office hours. The actual terms and conditions of these plans shall determine the benefits for which employees may be eligible, and this Agreement will not be construed to alter these plans or grant additional benefits not provided in them.

G. Alternate insurance programs with equivalent or better benefits may be substituted for those named above with the approval of the Board and the union membership.

H. Town of Simsbury - Retirement Plans

The parties hereto acknowledge the existence of an employee retirement program of the Town of Simsbury applicable to the employees employed for thirty-two and one-half (32-1/2) hours per week or more on a regular schedule. Below are descriptions of the two types of plans. It is further agreed to amend the Town Retirement Plan for employees covered by this agreement as follows:

1. Defined Benefit Retirement Plan

- a. Increase disability from \$300 to \$500 per month.
- b. Normal retirement age is 65 years. However, an employee may retire on or after age 62 with no reduction in accrued benefits provided the employee has completed at least 29 years of service.
- c. Employees will be 100% vested in the retirement plan after the completion of five (5) completed years of service. The early retirement percentage factor has been reduced from 5% to 4%.
- d. The Board agrees that it will not change the benefits of the Pension Plan without first negotiating such matters with the Union.
- e. The Board will provide annually upon request to the Union President a copy of the annual pension actuarial valuation report.

- f. Upon receipt of written notification, the Board will provide two (2) copies of the retirement benefit summary to employees who are within three (3) months of their retirement date.
- g. The annuitant factor will be 1.5% for all years of service up to July 1, 1996. For years of service after July 1, 1996, the annuitant factor will be 2.0%. NAGE employees will contribute 4.5% of their earnings effective July 1, 2015.

## 2. Defined Contribution Retirement Plan

Effective December 10, 2013 any new pension eligible employee will be enrolled in a Board of Education defined contribution plan. The Board will contribute an amount equal to 5% of the employee's earnings to this plan, and there will be no required employee contribution. (The employee's earnings will use the same definition of compensation as in the Defined Benefit Retirement Plan.) The vesting period will be 5 years ("rolling"), with 20% of the value of the plan available after one completed year of service and an additional 20% of the value of the plan available after each completed year of service up to the 5<sup>th</sup> year.

- I. Retired employees covered by this Agreement eligible for Town Pension shall be provided a paid-up \$7,500 Life Insurance Policy at the Board's expense.
- J. Pre-retirement spousal death benefit. Eligibility: Must be eligible for early retirement and married at least one full year prior to death. Benefit: 100% of pension benefit accrued to date of death reduced by the appropriate early retirement and joint-and-survivor factors reducing to 50% after the first five years.

## **ARTICLE XVII**

### **HEALTH EXAMINATION**

- A. Board employees covered by this Agreement shall be required to have a complete physical examination prior to employment. Health certificates completed by the examining physician shall become part of the employee's permanent record. Waivers shall be completed by the employee to cover all old injuries as determined by examination. Physical examinations prior to employment shall be at Board expense when performed by the Board's physician; physical examinations prior to employment when performed by a physician of the applicant's choice shall be at Board expense to a maximum of \$25 per examination.
- B. All personnel employed directly or indirectly by the Board of Education, who come in contact with pupils, shall be required to have a test for tuberculosis prior to employment. A follow-up chest x-ray shall be required if the tuberculosis test indicates a positive reaction. All school personnel as previously described shall be required to have a Tine test for tuberculosis detection every three (3) years, administered by the school nurse. Positive reactors must have a chest x-ray within three (3) weeks and the radiologist's written report sent to the Director of Health Services. Thereafter, they will then be required to have a chest x-ray every three (3) years.



## **ARTICLE XVIII**

### **GENERAL PROVISIONS**

- A. If any article or section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.
- B. Every employee shall have the right to see and review his/her personnel file by appointment with the Superintendent of Schools or his/her designee.
- C. When the Board declares a special holiday, day of mourning, or other event, said day shall be considered as an additional holiday under Article XI of this Agreement.
- D. There shall be no alteration, variation, nor amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. The signatures of the union president and national representative are required for Union adoption of any change to this Agreement.
- E. The Board shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.
- F. All job vacancies shall be posted for five (5) days prior to filling the position. Bargaining unit vacancies shall be filled whenever possible within 45 days of posting of the position.
- G. The Board shall provide bulletin board space for the Union located in the custodial or boiler room for posting of Union business.
- H. The Board and the Union shall cooperate fully in matters of safety, health, and sanitation affecting the employees as soon as possible all of which matters are contained in this Agreement. The parties shall meet twice per year to carry out the intent of this section.
- I. No bargaining unit member shall be disciplined or discharged without just cause.
- J. Two members, if needed, of the Union Negotiating Committee shall be granted leave from duty, totaling forty (40) man hours annually, with full pay for all meetings between the Board and the Union for the purpose of negotiating the terms of agreement when such meetings take place at a time during which such members are scheduled to be on duty. It is understood by this Agreement that no overtime hours are to be worked and that the employee returning to his/her job assignment after negotiating would have the obligation to make sure that his/her area is cleaned within a reasonable time not to exceed a week.
- K. Prior to any reduction in force affecting full-time employees the Board agrees to lay off part-time employees before full-time employees.

- L. The Board of Education retains its right to use outside contractors for custodial/maintenance projects beyond regular services.

**ARTICLE XIX**

**DURATION**

This Agreement, covering Custodial and Maintenance personnel, shall be effective on the 1<sup>st</sup> day of July 2016 and shall remain in full force and effect until the 30th day of June 2019.

THE NATIONAL ASSOCIATION OF  
MUNICIPAL EMPLOYEES,  
LOCAL RI-260, A DIVISION OF NAGE

SIMSBURY BOARD OF EDUCATION

By: \_\_\_\_\_  
Robert M. Scott  
President, Local R1-260

By: \_\_\_\_\_  
Tara Willerup, Chairperson

**CUSTODIAL/MAINTENANCE OVERTIME**  
**DISTRIBUTION PROCEDURES**

The Custodial/Maintenance Overtime Chart will be filled out on a weekly basis throughout each month. At the end of each month a copy of the overtime chart from each school/department will be sent to the Central Office. This document replaces any and all existing documents regarding Custodial/Maintenance Overtime Distribution Procedures

**A. Distribution**

For the sole purpose of preventing favoritism or discrimination in the distribution of overtime, overtime will be distributed equitably among the qualified employees under the jurisdiction of each supervisor who are regularly employed within the school building or department. In order to equalize compensation and the recording overtime hours worked for employees, hours paid at time and one-half or double time will be as follows: four (4) hours at time and one-half shall be equivalent of three (3) hours double time.

Such overtime distribution shall be made without regard to the shift on which the overtime occurs. There is no obligation to distribute overtime equitably between employees under the jurisdiction of different supervisors or buildings.

1. For the sole purpose of preventing favoritism, overtime will be distributed to the lowest available person qualified.
2. All overtime worked will be charged to the base building, and also charged to the base building for refusal when not worked.
3. Pre scheduled overtime will be distributed on Tuesday in a group setting during the school calendar year (except Monday during summer hours).
4. All requests received after Tuesday will be treated as special or emergency situation to be offered to the lowest available qualified man when applicable.

**B. What Constitutes a Contracted Event?**

For the purpose of equitable distribution and record keeping, the overtime recording for an employee scheduled to work "contracted event" will be charged as follows: 1. The event; 2. The pre and post building check. (Clean-up will be submitted to the Plant Facility Manager or Head Custodian on a time card by the following Monday.)

When a contracted event is expected to be ten (10) hours or beyond, the overtime should be split into two equal shifts prior to distribution.

**C. What Happens If Employee Is Not In Building At Time of Distribution?**

The obligation of the Senior Custodian, Plant Facilities Manager, Supervisor of Maintenance or the Supervisor of Buildings and Grounds in contacting a person for an overtime assignment if he/she is not in the school building, is to place one telephone call to the number provided by the employee (cell or home).

**D. Refusal of Overtime**

When an employee is contacted personally to take an overtime job and he/she refuses the job, he/she will be charged a turn on the distribution based upon the procedures in Section A.

**E. How Does Sickness or Vacation Impact Overtime?**

When an employee is either out sick or on vacation, he/she is for overtime assignments considered to be not available. However, when an employee within a given school has been on vacation or out sick for five (5) or more consecutive working days, upon his/her return in terms of overtime assignments, he/she will be given the same number of total overtime hours as the lowest man on the list of eligible employees within that school or department.

**Example:**

School X has 5 eligible employees to receive overtime. On September 30, all of the 5 employees have been charged for 40 hours of overtime. On October 1, Employee A goes into the hospital and will return to work on November 1. During the absence of Employee A the other four men continue to receive overtime. On November 1, the overtime distribution looks like this:

Employee B	60
Employee C	57
Employee D	63
Employee E	56

Employee A would now be equivalent to Employee E with 56 hours. The next overtime assignment would be offered to either Employee A or E depending upon whose name comes first alphabetically.

**F. Grievance**

A grievance alleging failure of the Board to comply with subsection (A) above must show a substantial inequity in such overtime distribution.