

# **AGREEMENT**

**THE LISBON BOARD OF EDUCATION**

**AND**

**MUNICIPAL EMPLOYEES' UNION  
"INDEPENDENT"**

**SEIU Local 506, AFL-CIO, CLC**

**July 1, 2022 through June 30, 2027**

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## PREAMBLE

This agreement is made and entered into by and between the Lisbon Board of Education (hereinafter referred to as the "Board") and the Municipal Employees Union "Independent" (hereinafter referred to as the "Union").

## ARTICLE I RECOGNITION

Section 1. The Lisbon Board of Education recognizes the Municipal Employees Union "Independent," Inc., as the exclusive bargaining representative for all full-time and part-time Custodians, Maintainers, Secretaries and employees in the classification of Educational Aides/Educational Assistants. If the Board creates other non-certified, educational positions, which might possibly be in this bargaining unit, it shall notify the Union.

Section 2. Whenever the word "Board" is used in this agreement, it shall mean the Lisbon Board of Education. Likewise, whenever the word "Union" is used, it shall mean the Municipal Employees Union "Independent," Inc. When the word "employee" is used it shall mean an employee in the bargaining unit.

Section 3. Substitute employees hired to replace an employee on leave are excluded from this Agreement unless the position becomes permanent at which time seniority shall commence from the original date of hire. Seasonal employees are excluded from this Agreement providing they are not taking their work away from collective bargaining unit members.

## ARTICLE II NON-DISCRIMINATION

All provisions of this Agreement shall apply equally to all employees without discrimination based on race, color, creed, religion, sex, national origin, age; marital status, political or labor affiliation, gender identity or expression, ancestry, and present or past history of mental disability, intellectual disability, learning disability or physical disability, including, but not limited to blindness, that are unrelated to job performance.

## ARTICLE III MANAGEMENT RIGHTS

All rights granted to the Board by law shall continue to remain vested in the Board whether or not exercised unless specifically limited by the express provisions of this Agreement. There are no provisions in this agreement that shall be deemed to limit or curtail the Board in any way in the exercise of rights, powers and authority which the Board had prior to this contract, unless, and only to the extent that provisions of this agreement specifically curtail or limit such rights, powers and authority (not including statutory). The Union recognizes that the Board's rights powers and authority include, but are not limited to, the right to manage its operation, direct, evaluate, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the right to

make all plans and decisions on all matters involving its operations, the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailments or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change production standards and quality standards, determine the qualifications of employees; regulate quality and quantity of production and to run the department efficiently.

#### **ARTICLE IV GRIEVANCE PROCEDURE**

**Section 1. Definition. Grievance.** A grievance is defined as and limited to a written complaint involving an alleged violation of, or a dispute involving, the application or interpretation of a specific section of this Agreement or of a provision incorporated by reference.

**Section 2. Format.** Grievances shall be filed on mutually agreed forms which specify (a) facts, (b) the issue, (c) date of alleged violation, (d) contract section violated, (e) the remedy or relief sought.

**Section 3. Time Limits.** If a written grievance is not filed within twenty (20) working days after the grievant knew, or should have known, of the act or conditions on which the grievance is based, the grievance shall be considered to have been waived.

The time limits specified within this article, except for the initial filing, may be extended by mutual agreement of the Union and the Board or its designee.

Failure by an administrator or the Board to render his/her/its decisions within the specified time limits may be deemed to be a denial of the grievance, and the grievance may proceed to the next level.

#### **Section 4. Grievance Steps:**

**Step I - Supervisor.** If an employee feels that he/she may have a grievance, he/she and/or his/her Union Steward or Staff Representative may first discuss the matter with his/her supervisor or an appropriate administrator in an effort to resolve the problem informally.

**Step II - The Superintendent.** If no satisfactory resolution is reached from the discussion in Step 1, a written grievance may be submitted, within the time limits noted above in Section 3 to the Superintendent of Schools who will meet to discuss the grievance further. The Superintendent of Schools shall meet and answer the grievance in writing within ten (10) working days of receiving the grievance.

**Step III - The Board of Education.** If no resolution is reached at the Step II level, the grievance may be appealed to the Board of Education within ten (10) working days of the Superintendent's response to the employee; the Board will schedule a hearing at its next regularly scheduled meeting or within ten (10) working days of receiving the grievance whichever is later. The Board will hear the facts and issue a response within five (5) working days of the hearing. The Union and Superintendent may mutually opt to skip this section of the process and proceed to Step IV within the timelines established in this section.

**Step IV - Mediation.** If the grievance is not resolved, within ten (10) working days after receipt of the answer from Step III, either party may submit the matter to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance. A copy of the request shall be sent to the parties involved. In case of employee dismissal or suspension, the grievance shall be submitted directly to Step III.

**Step V - Arbitration.** If the Union is not satisfied with the response of the Board, within thirty (30) calendar days of receiving the Board's decision, it may submit the grievance to arbitration. The submission of the grievance shall be in writing and state provisions of the contract allegedly violated and the remedy sought. If Step IV has been employed, grievances shall be submitted in writing to the Connecticut Board of Mediation and Arbitration no later than ten (10) working days after receipt of a response from the mediation session under Step IV. The arbitrator designated shall hear and decide only one (1) grievance at a time. His/Her award shall be binding. The arbitrator shall be bound by and must comply with all terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. Arbitration costs shall be borne equally by the Board and the Union.

Nothing in this section shall preclude an arbitrator from ruling on both the arbitrability and the merits of a case or for the Board and the Union from combining grievances.

**Step VI - Arbitration by the American Arbitration Association.** The Board shall have the option to transfer any grievance submitted by the Union for arbitration to the American Arbitration Association for arbitration in lieu of submission to the Connecticut Board of Mediation and Arbitration for mediation and arbitration. The powers of the Arbitrator from the American Arbitration Association shall be the same as those set forth in Step V above.

## **ARTICLE V**

### **WAGES**

Section 1. Employees shall be paid in accordance with the wage schedule set forth in Appendix A, sections 1-4.

Section 2. On July 1<sup>st</sup> of each year, the employee will advance a step until he/she reaches the maximum step.

Section 3. New Educational Aides/Educational Assistants shall be hired at Step 1 of the hourly wage scale set forth in Appendix A, Section 4.

Section 4. The Superintendent shall have the discretion to place new hires on a salary step commensurate with their experience and qualifications.

Section 5. Shift Differential. Second shift custodial employees shall receive one dollar and fifty cents (\$1.50) per hour for each hour worked on second shift. Shift differential shall be paid when an employee receives vacation, holiday, sick, and personal leave, provided that the employee would have been eligible had he/she not been absent. Shift differential shall also be paid to second shift custodial employees who are requested by management to work first shift. A second shift custodial employee who voluntarily changes from second to first shift shall not receive the differential.

Section 6. Longevity. Employees who have completed their fifth (5<sup>th</sup>) anniversary shall receive a longevity bonus of nine hundred dollars (\$900) each year and employees who have completed their tenth (10<sup>th</sup>) anniversary shall receive a longevity bonus of one thousand and one hundred dollars (\$1,100) dollars each year. Such longevity amounts shall be paid in the initial June or December payrolls following an employee's anniversary date and in June or December payrolls each year thereafter. Part time employees who regularly work at least twenty (20) hours per week shall be paid a pro-rated amount.

## **ARTICLE VI HOLIDAYS**

Section 1. All full-time Educational Assistants, Custodians and Secretaries shall receive the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas (*2 days)
Labor Day	

\* Either the day before Christmas or the day after Christmas as determined by the Superintendent.

Section 2. All full time Custodians and Secretaries shall also receive the following paid holiday:

Independence Day

Section 3. Part time employees shall receive the following paid holidays at their proportional rate of pay (at their normal work day rate):

New Year's Day  
Presidents' Day  
Memorial Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving (½ day)  
Christmas (\*2 days)

\* Either the day before Christmas or the day after Christmas as determined by the Superintendent.

Section 4. **The Day After Presidents' Day.** The day after Presidents' Day shall be observed as a discretionary holiday for Custodians and Secretaries as determined by the Superintendent. When school is in session on the day after Presidents' Day and Custodians and Secretaries are required to work on that day, such employees shall be provided a floating holiday, as set forth below, to be used on another day within the current calendar year. All requests for a floating holiday shall be communicated in writing to the Superintendent and/or his or her designee at least one week before the day the employee wishes to take as a floating holiday.

Section 5. To receive paid holidays, employees must work the scheduled day before and after holidays. Exceptions shall be granted only by the Superintendent of Schools or his/her designee. This provision does not apply to Christmas Day. As set forth above, all part-time employees and full time Custodians and Secretaries may take off the day before Christmas or the day after Christmas as determined by the Superintendent.

Section 6. Employees required to work on holidays which fall within the school calendar shall be provided with a floating holiday to take on another work day. All requests for a floating holiday shall be communicated in writing to the Superintendent and/or his or her designee at least one (1) week before the day the employee wishes to take as a floating holiday. Unused floating holidays shall only be available in the calendar year in which they accrue and shall not be carried over to the following calendar year.

## **ARTICLE VII** **HOURS OF WORK**

Section 1. Work hours for all Educational Aides/Educational Assistants shall be determined by the administration and will be normally Monday through Friday normally between 8:00 A.M. and 4:30 P.M. unless other times are negotiated.

Section 2. All full-time employees shall be entitled daily to a one-half hour duty free paid lunch and one (1) fifteen (15) minute paid break, each at a time determined by the administration.

Section 3. Employees who work more than forty (40) hours in any one work week/or more than eight (8) hours in any one day, shall be compensated for overtime at the rate of time and one-half. All overtime work must be pre-approved by the Superintendent of Schools or designee. Upon supervisory approval comp time may be granted in lieu of overtime pay for more than forty (40) hours in any one work week.

Section 4. Educational Aides/Educational Assistants shall be paid for all hours they are required to work, whether in school or on field trips.

Section 5. The regular work week for all full-time employees other than Educational Aides/Educational Assistants is Monday through Friday, and the regular work day for full-time employees is eight (8) hours. The regular work week for part-time employees is as determined upon hire.

Section 6. For all employees Sunday or Holiday work shall be at the double time rate. For all employees who are required by the Board to work overtime on Saturdays shall be paid at time and one-half. All such overtime work must be pre-approved by the Superintendent of Schools or designee.

If employees are required to report to work early or work later and the additional time is contiguous to the regular work day, regular wages, and/or over-time wages as appropriate will be paid. If employees are required to work hours which are not contiguous to their regular work day, a minimum of two hours (2) wages will be paid as "show up time."

Section 7. Paid holidays and paid leaves shall not count as time worked in determining overtime and shall not affect payment of salary differentials.

Section 8. Current employees will be offered any available extra work before outside workers are brought in. The rotation used to determine who will work will begin with the most senior employee. The Board will attempt to equalize extra work or overtime.

## **ARTICLE VIII**

### **LEAVES**

Section 1. Sick Leave. All Educational Assistants covered by this agreement shall be provided ten (10) paid sick days annually, accrued one day per month, accumulative to one hundred (100) days. All other full-time employees covered by this agreement shall be provided twelve paid sick days annually accumulative to one hundred days.

Part-time employees will be granted a minimum of five (5) days (*at their normal work day rate*) annually, available July 1<sup>st</sup> of each contract year, accumulative to fifty (50) days; part-time employees working less than full time but more than twenty (20) hours a week will be afforded sick days based upon their weekly work schedules as a proportion of forty hours.

Upon separation from Lisbon service after ten (10) or more years of employment, employees will receive pay for fifty (50) percent of accumulated sick leave to a maximum of fifty (50) days.



### Sick Leave Bank

1. A "Sick Leave Bank" shall be established. The purpose of said sick bank shall be to aid only bargaining unit members who suffer prolonged absence from (a) a disabling disease, (b) an accident which causes disability; and (c) disability arising from complications from pregnancy; whose sick leave accumulation has been exhausted.
2. No qualified bargaining unit member shall be permitted to use more than one hundred eighty-five (185) days from the Sick Leave Bank.
3. A bargaining unit member may donate up to three (3) days per bargaining unit member each year.
4. All days not used in a year will be retained in the "Sick Leave Bank."
5. Days accumulated in the "Bank" may not exceed three hundred (300) days.
6. If all donated days are used during a given school year, the "Bank" shall be declared open and additional donations of a maximum of three (3) days by each bargaining unit member may be made.
7. Bargaining unit members using sick leave days from the "Bank" will not have to replace those days.
8. No days may be donated to a specific individual.
9. A person withdrawing from membership in the "Bank" shall not be allowed to withdraw contributed days.
10. The sick leave pool shall be administered by a five (5) member panel, two (2) members chosen by the Board of Education, two (2) members chosen by the MEUI, and the school nurse. Each request for aid, as certified by a doctor's certificate, from the "Sick Leave Bank" shall be decided by the panel on the merits of the individual request. Action of the panel shall be by majority vote. Decisions rendered by the panel are final and are not subject to appeal or grievance procedures.
11. The panel will annually supply the MEUI with statistics regarding the status of the "Bank", i.e., number of participants, number of days, number of bargaining unit members taking from the "Bank" number of days remaining in the "Bank", etc.
12. The MEUI shall hold the Lisbon Board of Education harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of or by reason of actions regarding the "Sick Leave Bank."

**Section 2. Personal Leave.** Personal leave not to exceed five (5) days per year may be granted to full-time Educational Aides/Educational Assistants provided the days are approved by the Superintendent of Schools or his/her designee. Personal leave not to exceed six (6) days per year may be granted to all other full-time employees provided the days are approved by the Superintendent of Schools or his/her designee. Approval must be granted in advance except in emergency situations. Personal leave time may not be used to extend a vacation period and shall not accumulate. Acceptable reasons to request personal leave shall include:

- a. Death in the family or of a close personal friend;
- b. Legal business;
- c. Publicly recognized religious holidays;
- d. For personal business which cannot be transacted outside of working hours;
- e. One day at the employee's discretion.

In cases of a death in the immediate family or severe or emergency illness of a spouse, parent, sibling, child, or other resident in the immediate household, upon his/her request, an employee may be granted up to five (5) additional personal leave days by the Superintendent of Schools or his/her designee.

**Section 3. Leaves for Temporary Disability.** Whenever employees are disabled because of illness, injury, or reasons of maternity, they are legally and contractually entitled to accumulated sick leave for the period of actual disability as determined by the employees' physician. If an employee must be absent from work for a long term disability of twenty days or more she/he shall be required to submit medical documentation supporting the need for said absence.

Following childbirth or other medical procedure, a second estimate shall be required, based upon medical information at that time, of the duration of the long-term disability. When an employee is considered able to return to work, she/he shall provide documentation indicating the date said employee may resume work.

Because each case is different, a doctor will base his/her judgment on an examination and determine an employee's physical ability to carry out responsibilities. Such determination should be based on medical criteria independent of employee preferences.

For sick leave of fewer than twenty days duration, if in the judgment of the Superintendent of Schools or his/her designee there is evidence of sick leave abuse, a doctor's statement verifying an employee's illness may be required.

Once an employee has been determined by the physician to be no longer disabled, he/she should return to work, request a leave of absence from the Board of Education, or resign his/her position. If employees have questions, they should contact the Superintendent of Schools.

**Section 4. Parental Leave.** An employee may request and be granted parental leave without pay for up to twenty-four (24) weeks with position held.

**Section 5. FMLA.** The Lisbon Public School District will comply with the Federal Family and Medical Leave Act of 1993 and, concurrent with sick leave, provide eligible employees unpaid family and medical leave as provided in the Act.

**Section 6. Notifications.** The Board shall notify each employee of his/her leave balances via his/her electronic paystub.

**Section 7. Jury Duty.** An employee called to jury duty shall receive pay in accordance with State Law. Employees shall be entitled to full pay at their base rate for absence because of jury duty, less fees paid for jury duty, provided reasonable notice is given to the Superintendent of Schools.

**Section 8. Other Leaves.** An employee may request a leave of absence for other reasons with position held or not held subject to the approval of the Board. Such requests shall be in writing to the Superintendent of Schools or his/her designee and is subject to Board approval.

## **ARTICLE IX INSURANCE BENEFITS**

**Section 1. Benefits.** The Board shall provide each full-time employee with the following medical/insurance benefits, or their equivalents, as appropriate for an individual employee, an employee and spouse, or an employee family plan.

a. Effective July 1, 2022, a High Deductible/Health Savings Account Plan will be the sole insurance plan made available to eligible employees.

The deductible for the High Deductible/ Health Savings Account plan shall be \$2,000 for single coverage and \$4,000 for family coverage.

The Board will fund 50% of the applicable HSA deductible amount for each eligible employee. For the 2022-23 year only, the Board's full contribution shall be made on or about July 1<sup>st</sup>. In the remaining years of the contract, the Board's contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, on or about July 1 and on or about January 1. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. If the High Deductible/Health Savings Account Plan is implemented after the start of the contract year, the Board's contribution toward the funding shall be pro-rated for that year.

b. \$50,000 Life Insurance Policy

c. **Dental Indemnity**

d. All references in the agreement to type of benefits are solely for description and identification, and in all cases the terms and provisions of insurance policies provided by the Board shall govern claims.

**Section 2. Employee Co-Pay.** All employees will pay the following premium contributions toward the costs for the insurance coverage in which they are enrolled:

Effective July 1, 2022 – June 30, 2025: 14%

Effective July 1, 2025 – June 30, 2027: 15%

Payments shall be made through employee payroll deductions.

**Section 3. Salary Reduction Agreement.** The Board shall maintain a Section 125 Salary Reduction Agreement which will permit exclusion of employees' co-pay amounts from taxable income. The Board makes no representations or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union or any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost of loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived there from.

**Section 4. Change in Insurance Carriers.** The Board reserves the right to change insurance carriers provided that the insured benefits are reasonably equivalent to the benefits and services provided by the former carrier. "Reasonably equivalent" means that if the change in carrier results in a modification to the benefit plan the overall plan will provide benefits and services that are reasonably equivalent in value to the benefits provided by the overall plan by the former carrier. The terms of the new plan need not conform exactly to the former carrier. The terms of the new plan need not conform exactly to the former plan as long as the test of reasonably equivalent is met. Sixty (60) days prior to the implementation of a change in carrier, the Board shall submit to the Union the new coverage so that the Board and the Union can ascertain that the test of reasonably equivalent is met. If there is disagreement over whether the test of reasonably equivalent is met either of the parties may submit the matter to the single arbitrator process of the American Arbitration Association. The cost of the arbitration shall be borne equally by both parties.

**Section 5.** For purposes of this Article IX "Insurance Benefits" full-time employees are defined as those employees working thirty (30) hours or more of the total available hours. Part-time employees are defined as those employees working less than thirty (30) hours of the total available hours. Part-time employees hired after September 30, 2007 shall be entitled to receive benefits under this Article on a pro-rata basis, provided they are working twenty (20) or more of the total available hours. Any employee that is part-time and was hired prior to September 30, 2007 shall continue to receive the level of benefits that they were receiving

prior to the 1<sup>st</sup> day of this contract. In addition any full-time employee that was hired prior to September 30, 2007 who is reduced to part-time status due to budgetary cuts shall continue to receive the level of benefits that they were receiving prior to the 1<sup>st</sup> day of this contract. However, any full-time employee that was hired prior to September 30, 2007 who is reduced to part-time status due to their own request shall receive medical benefits in the same fashion as employees hired after September 30, 2007 (see above).

Section 6. Should alternate insurance become available through the State of Connecticut, the federal government or a similar pooling or exchange concept which would provide equal to or better levels of benefits, services and providers and at a lower cost to the Board and the employees, then at the request of either the Board or the Union the parties shall meet to discuss possible inclusion and enrollment into such a plan.

## **ARTICLE X**

### **UNION AND EMPLOYEE RIGHTS**

Section 1. During the term of this contract, or extension thereof, all employees in the Collective Bargaining Unit may elect to become or remain members of the Union. The Board shall provide the Union with electronic notifications of the name, job title, home or cell phone numbers, home address, and personal and work e-mail addresses of any newly hired employee within seven (7) days of the date of hire. The Board shall permit the Union steward up to one (1) hour of time to meet with new hires either during their employee orientation or during another mutually agreed upon time.

Section 2. For the duration of the agreement or any extension thereof, the Board agrees to deduct from the pay of bargaining unit members who submit to the Board a written authorization of dues deduction, such membership dues, as may be fixed by the Union. The Board agrees to allow employees to make voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with Federal and State Law on this subject.

Section 3. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in rates of dues.

Section 4. Deduction of Union dues shall be made on a biweekly basis during the applicable month and shall be remitted to the Financial Officer of the Union. Monthly dues remittances to the Union will be accompanied by a list of employees' names from whose wages deductions have been made including all new hires, employees on Workers' Compensation or leave of absence.

Section 5. No dues will be deducted from an employee who has exhausted accumulated sick leave.

Section 6. The Board shall make the contract available on its website. New employees shall be informed that the contract is available on the Board's website.

Section 7. The Union agrees to indemnify and hold the Board 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 the Board for the purpose of complying with the provisions of this Article.

## **ARTICLE XI** **LAYOFF AND RECALL**

Section 1. In the event of a reduction in the work force and subsequent recall to work, the provisions of this article shall be controlling. Whenever a reduction in number of Educational Assistants is necessary, a like number of graduate interns will be reduced.

Section 2. When the Board determines that a reduction in work force or work hours is necessary, the Board shall notify the Union and shall meet to discuss possible alternative proposals (1) to avoid layoffs or reductions, or (2) mitigate the impact on the employees.

Section 3. Should a layoff be necessary, the Board will lay off on the basis of seniority within classifications, with the least senior employee laid off first. Employees scheduled for layoff may bump the employee in the next lowest job classification with the lowest amount of seniority provided the employee bumping has more overall seniority than the employee he/she is bumping and the hours worked are equal or less in the acquired job. Bumping rights shall apply only to employee job classifications; that is employees may only exercise bumping rights within their job classifications. The Board shall provide affected employees thirty (30) days written notice prior to a layoff.

Section 4. Likewise if there is a recall to work, in the absence of a need for special qualifications, the Board shall recall laid off employees on the basis of seniority within class with the most senior employee being recalled first.

Section 5. An employee who has been laid off and subsequently rehired within twelve (12) months shall have his/her sick leave, seniority, and step placement restored.

Section 6. Employees laid off shall be eligible for reemployment for a period of two (2) years; if said employee is rehired between twelve (12) and twenty-four (24) months he/she shall have his/her seniority and hourly rate of pay restored.

## **ARTICLE XII** **SAVINGS CLAUSE**

If any section, sentence, clause, or phrase of this agreement shall be held for any reason to be inoperative, void, or invalid:

- a. the parties agree to negotiate immediately a substitute for the invalidated section, clause, or phrase;
- b. the remaining sections of this contract will remain in full effect. It is not the intention of either party to render the entire contract null and void because one part may be found inoperative, void, or invalid.

**ARTICLE XIII**  
**DURATION**

Section 1. This agreement shall be effective as of July 1, 2022 and shall remain in force and effect until June 30, 2027. This agreement shall remain in full force during any period of negotiation for the successor agreement.

Section 2. Either party may request in writing commencement of collective bargaining for a successor agreement; such negotiations shall begin not later than six (6) months prior to expiration of the present contract.

**ARTICLE XIV**  
**SENIORITY**

Section 1. Seniority shall be defined as status for specific purposes based on an employee's full-time service with the Board, including all authorized paid or unpaid leave providing the employee returns to work immediately at the conclusion of such leave. Seniority shall be determined by the number of school months employed and shall include school months during authorized leave. Part-time employment shall be according to the percent of time employed (e.g. working half day or half year shall mean half a year of seniority).

Section 2. The Board shall prepare a list of all employees covered by this Agreement showing their seniority in length of service and deliver the same to the Union officers by July 1<sup>st</sup> of each year.

Section 3. No employee shall attain seniority rights under this Agreement until he/she has been continuously on the payroll of the Board for a period of ninety (90) working days. Upon completion of this period, the name of the new employee shall be added to the seniority list, his/her time commencing on the date of his/her employment

Section 4. Working Test. Until expiration of the first ninety (90) working days, an employee may be terminated by the Board in its sole discretion for any reason whatsoever, and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. However, if requested, an employee who does not successfully complete his/her first ninety (90) working days shall be entitled to a conference with the Board at their next scheduled meeting to discuss reasons for termination. New employees shall be eligible for sick leave, holiday pay, and insurance coverage upon hire. Personal leave and enrollment in the retirement plan provided under this contract shall be available for new employees after ninety (90) calendar days.

Section 5. Following completion of this working test period, no employee shall be dismissed or otherwise disciplined except for just cause. All disciplinary action may be appealed through the established grievance procedure.

Section 6. An employee's seniority will be used to determine choices of vacation time, promotion, hourly rate of pay upon recall, and filling of vacancies by transfer.

**ARTICLE XV**  
**PERSONNEL RECORDS**

Section 1. An employee covered hereunder shall be permitted, on his/her request, to examine and copy any and all materials in his/her personnel file. The Union may have the employee's records upon presentation of written authorization by the appropriate employees.

Section 2. No written evaluations, written warnings, reprimands, or notices of other disciplinary actions for any employee shall be placed in his/her personnel file without notice to the employee. Delivery of a copy to an employee marked "cc: personnel file" shall be adequate notice. Employees may make a written response to evaluations which are contained in their personnel files.

**ARTICLE XVI**  
**INDEMNIFICATION**

In accordance with Connecticut General Statute section 10-235, employees shall be indemnified against claims against them in the course of their employment.

**ARTICLE XVII**  
**VACANCY**

Section 1. Job vacancy is defined as an opening or new position in the classifications listed in ARTICLE V WAGES.

Section 2. All job openings covered by this Agreement shall be posted within five (5) working days of the vacancy so created. Postings shall be in the school office for five (5) working days, and the Union will be notified of the vacancy by email. If a vacancy occurs during the summer recess, the Union will be notified by email at least five (5) working days before the closing date for applications.

Section 3. Employees desiring to bid on the job or apply for a transfer to the vacancy shall file an application in writing within the posting time limit.

Section 4. After the posting, the Administration shall select the most qualified applicant from within or outside of the unit, provided that the Administration reserves the right to make temporary assignments as needed. Where an appointment is to be made from among bargaining unit members of equal qualification, seniority shall prevail.

**ARTICLE XVIII**  
**MISCELLANEOUS**

Section 1. Employees who arrive late or depart early because of weather or other emergencies (*late opening, early dismissal*) shall be paid for their entire work day.

Section 2. The Board shall, upon reasonable advance notice, permit that one (1) Union steward or other bargaining unit representatives to attend during regular business hours, with



pay, an MEUI/CEUI convention or training school each year for a period not to exceed a total of two (2) days per year for the entire bargaining unit membership.

Section 3. The Board and Union agree that no employee shall be scheduled to work alone except with employee agreement and unless unusual or emergency circumstances, including but not limited to illness or absence of other employees for medical or other reasons, employees will not be required to work alone between 5:00 PM and 6:00 AM.

Section 4. Effective July 1, 2017, all employees shall be paid via direct deposit.

### **ARTICLE XIX** **TUITION REIMBURSEMENT/IN-SERVICE TRAINING**

Section 1. Each full-time Educational Aide/Educational Assistant shall be entitled to a maximum educational reimbursement of \$800 per contract year for college or university tuition and books to be paid upon presentation of a receipt for such expenditures. All other full-time employees shall be entitled to a maximum educational reimbursement of \$400 per contract year for college or university tuition and books to be paid upon presentation of a receipt for such expenditures. This money may also be used to attend workshops or conferences.

Section 2. Educational Aides/Educational Assistants may attend up to three (3) non-mandatory in-service trainings or workshops per year. Educational Aides/Educational Assistants must receive approval from the Superintendent of Schools or his or her designee prior to attending such trainings or workshops. If an Educational Aide/Educational Assistant attends a training session scheduled on a half day, he/she will be paid to attend the session at his/her hourly rate. All other employees may be required to attend training sessions and be paid for such attendance. Educational Aides/Educational Assistants who are authorized in advance to use their own vehicles to attend an off-site in-service training or workshop shall be reimbursed at the prevailing IRS reimbursement rate per mile provided that the educational aide/educational assistant submits a mileage reimbursement form to the Business Manager and/or his or her designee. The Business Manager and/or his or her designee shall pay the reimbursement within two (2) weeks from the reimbursement submission date.

Section 3. Courses/workshops to be taken must be approved in advance by the Superintendent of Schools or his/her designee.

Section 4. For Superintendent approved conferences, workshops, or school visitations on employees' work days, employees will receive regular pay.

### **ARTICLE XX** **RETIREMENT PLAN**

Employees shall arrange within the first 30 days of their employment to have an elective deferral deducted, on a pre-tax basis, from their salary pursuant to a legally binding salary reduction agreement, toward the purchase of a tax sheltered annuity from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees generally in accordance with section 403(b)(12)(A)(ii) of the Internal Revenue

Code, as amended, to which the Board will contribute five percent (5%) of each employee's regular wages. Within IRS regulations and limitations, employees may at their individual discretion pay additional amounts into their retirement accounts, but shall not be required to make such payments.

Employees who already have 403b plans may elect to have the Board's contribution put into that plan instead of the plan established under this article.

#### **ARTICLE XXI** **JOB DESCRIPTIONS**

Section 1. The Board shall develop job descriptions for bargaining unit employees and consider employee comments prior to making job descriptions final.

Section 2. The Board shall provide the Union a copy of any new or amended job descriptions and shall negotiate the impact of any changes sixty (60) days prior to implementation of such changes. The Union agrees that after sixty (60) days, the Board may implement changes even where no agreement is reached.

#### **ARTICLE XXII** **JOB RECLASSIFICATION**

Section 1. Any employee whose job duties have changed may request a meeting with his/her immediate supervisor to discuss such changes and to present data, views, and arguments on such changes. The supervisor shall schedule a meeting within twenty (20) days and issue an answer within fifteen (15) days of that meeting.

Section 2. If an agreement cannot be reached between the employee and his/her immediate supervisor, the employee may request a meeting with the superintendent to discuss job changes and to present data, views, and arguments on such changes.

Section 3. If the issue is not resolved to the satisfaction of the employee, a board of education subcommittee will review the employee's concern and render a decision on the issue.

#### **ARTICLE XXIII** **VACATIONS**

Section 1. All full-time employees, excluding Educational Assistants, shall receive the following paid vacation time on the anniversary of their hire date each year:

After six (6) months and one (1) complete year of employment - one (1) week.  
(Will be credited after the first six months, thereafter, all earned vacation time will be credited on the anniversary of the hire date).

After two (2) and three (3) completed years of employment - two (2) weeks.

After four (4) and five (5) completed years of employment - three (3) weeks.

For each year beyond five years, full-time employees shall receive an additional vacation day to a maximum vacation entitlement of four weeks.

Section 2. Vacations may be taken any time during the year with permission of the Superintendent of Schools or his/her designee. With the permission of the employee's immediate supervisor and the Superintendent of Schools, or his/her designee, up to ten (10) unused vacation days may be carried over from one contract year to the subsequent contract year. The employee shall request such carryover by May 1<sup>st</sup> and shall be given an administrative response within ten (10) work days of such request being received. With approval of the superintendent of schools, employees may take up to ten (10) unpaid vacation days.

Section 3. Holidays which occur during an employee's vacation shall be charged as a holiday. Seniority shall be used in determining vacation time whenever there is a conflict.

Section 4. Absent extenuating circumstances, all employees shall be required to give ten (10) working days' notice for all vacation requests. The Superintendent or his/her designee shall respond to the request within ten (10) working days. Failure to respond within the 10 working days shall be considered an approval of the request and may not be subsequently denied.

#### **ARTICLE XXIV** **DISCIPLINARY ACTION**

Section 1. No employee who has successfully completed his/her probationary period shall receive disciplinary action except for just cause. "Disciplinary action" as used in this Article shall be defined as any of the following: documented verbal warning, written reprimand, suspension or discharge.

Section 2. All suspensions and discharges shall be communicated in writing with reason(s) included and a copy shall be given to the employee at the time of such suspension or discharge. The Board's representative shall mail a copy of the notice of suspension or discharge to the Union President.

Section 3. An employee who is interviewed concerning a matter which may subject the employee to disciplinary action may, upon request, have an available Union representative present during such interview. If the employee requests the presence of a Union representative at such an investigatory meeting, the interview will come to a close until an available Union representative can be present.

Section 4. Except for probationary employees, instances of disciplinary action may be appealed through the grievance procedure contained in this Agreement.

**Appendix A-Salary Schedule**

**Section 1**

**Wage Schedule-Senior Custodian**

<b>Step</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
<b>1</b>	\$20.83	\$21.45	\$22.09	\$22.75	\$23.43
<b>2</b>	\$21.10	\$21.73	\$22.38	\$23.05	\$23.74
<b>3</b>	\$21.36	\$22.00	\$22.66	\$23.34	\$24.04
<b>4</b>	\$21.64	\$22.29	\$22.96	\$23.65	\$24.36
<b>5</b>	\$21.90	\$22.56	\$23.24	\$23.94	\$24.66
<b>6</b>	\$22.18	\$22.85	\$23.54	\$24.25	\$24.98
<b>7</b>	\$22.44	\$23.11	\$23.80	\$24.51	\$25.25
<b>8</b>	\$22.70	\$23.38	\$24.08	\$24.80	\$25.54
<b>9</b>	\$22.97	\$23.66	\$24.37	\$25.10	\$25.85
<b>10</b>	\$23.25	\$23.95	\$24.67	\$25.41	\$26.17
<b>11</b>	\$23.51	\$24.22	\$24.95	\$25.70	\$26.47
<b>12</b>	\$23.78	\$24.49	\$25.22	\$25.98	\$26.76
<b>13</b>	\$24.05	\$24.77	\$25.51	\$26.28	\$27.07
<b>14</b>	\$24.32	\$25.05	\$25.80	\$26.57	\$27.37
<b>15</b>	\$25.61	\$26.38	\$27.17	\$27.99	\$28.83

**Section 2**

**Wage Schedule-Custodians**

<b>Step</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
<b>1</b>	\$16.63	\$17.13	\$17.64	\$18.17	\$18.72
<b>2</b>	\$16.92	\$17.43	\$17.95	\$18.49	\$19.04
<b>3</b>	\$17.17	\$17.69	\$18.22	\$18.77	\$19.33
<b>4</b>	\$17.45	\$17.97	\$18.51	\$19.07	\$19.64
<b>5</b>	\$17.70	\$18.23	\$18.78	\$19.34	\$19.92
<b>6</b>	\$17.97	\$18.51	\$19.07	\$19.64	\$20.23
<b>7</b>	\$18.27	\$18.82	\$19.38	\$19.96	\$20.56
<b>8</b>	\$18.50	\$19.06	\$19.63	\$20.22	\$20.83
<b>9</b>	\$18.80	\$19.36	\$19.94	\$20.54	\$21.16
<b>10</b>	\$19.04	\$19.61	\$20.20	\$20.81	\$21.43
<b>11</b>	\$19.33	\$19.91	\$20.51	\$21.13	\$21.76
<b>12</b>	\$19.57	\$20.16	\$20.76	\$21.38	\$22.02
<b>13</b>	\$19.86	\$20.46	\$21.07	\$21.70	\$22.35
<b>14</b>	\$20.12	\$20.72	\$21.34	\$21.98	\$22.64
<b>15</b>	\$21.41	\$22.05	\$22.71	\$23.39	\$24.09

**Section 3**

**Wage Schedule-Secretaries**

<b>Step</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
<b>1</b>	\$18.95	\$19.52	\$20.11	\$20.71	\$21.33
<b>2</b>	\$19.25	\$19.83	\$20.42	\$21.03	\$21.66
<b>3</b>	\$19.48	\$20.06	\$20.66	\$21.28	\$21.92
<b>4</b>	\$19.78	\$20.37	\$20.98	\$21.61	\$22.26
<b>5</b>	\$20.01	\$20.61	\$21.23	\$21.87	\$22.53
<b>6</b>	\$20.31	\$20.92	\$21.55	\$22.20	\$22.87
<b>7</b>	\$20.56	\$21.18	\$21.82	\$22.47	\$23.14
<b>8</b>	\$20.83	\$21.45	\$22.09	\$22.75	\$23.43
<b>9</b>	\$21.11	\$21.74	\$22.39	\$23.06	\$23.75
<b>10</b>	\$21.36	\$22.00	\$22.66	\$23.34	\$24.04
<b>11</b>	\$21.65	\$22.30	\$22.97	\$23.66	\$24.37
<b>12</b>	\$21.90	\$22.56	\$23.24	\$23.94	\$24.66
<b>13</b>	\$22.19	\$22.86	\$23.55	\$24.26	\$24.99
<b>14</b>	\$22.44	\$23.11	\$23.80	\$24.51	\$25.25
<b>15</b>	\$23.74	\$24.45	\$25.18	\$25.94	\$26.72

**Section 4**

**Wage Schedule-Educational Aides/Educational Assistants**

<b>Step</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
<b>1</b>	\$20.46	\$21.07	\$21.70	\$22.35	\$23.02
<b>2</b>	\$20.76	\$21.38	\$22.02	\$22.68	\$23.36
<b>3</b>	\$21.00	\$21.63	\$22.28	\$22.95	\$23.64
<b>4</b>	\$21.29	\$21.93	\$22.59	\$23.27	\$23.97
<b>5</b>	\$21.54	\$22.19	\$22.86	\$23.55	\$24.26
<b>6</b>	\$21.81	\$22.46	\$23.13	\$23.82	\$24.53
<b>7</b>	\$22.08	\$22.74	\$23.42	\$24.12	\$24.84
<b>8</b>	\$22.35	\$23.02	\$23.71	\$24.42	\$25.15
<b>9</b>	\$22.62	\$23.30	\$24.00	\$24.72	\$25.46
<b>10</b>	\$22.89	\$23.58	\$24.29	\$25.02	\$25.77
<b>11</b>	\$23.17	\$23.87	\$24.59	\$25.33	\$26.09
<b>12</b>	\$23.42	\$24.12	\$24.84	\$25.59	\$26.36
<b>13</b>	\$23.71	\$24.42	\$25.15	\$25.90	\$26.68
<b>14</b>	\$23.96	\$24.68	\$25.42	\$26.18	\$26.97
<b>15</b>	\$25.26	\$26.02	\$26.80	\$27.60	\$28.43


# SIGNATURES


LISBON BOARD OF EDUCATION  
AND  
MUNICIPAL EMPLOYEES' UNION "INDEPENDENT"  
SEIU LOCAL 506, AFL-CIO, CLC

In witness thereof: the parties have caused their duly authorized representatives to set their hands.

LISBON BOARD OF EDUCATION

MUNICIPAL EMPLOYEES UNION  
"INDEPENDENT"

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

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

\_\_\_\_\_  
6-28-22  
DATE

\_\_\_\_\_  
6-28-22  
DATE