

**COLLECTIVE BARGAINING AGREEMENT**

**GRISWOLD BOARD OF EDUCATION**

**AND**

**GRISWOLD CUSTODIANS,  
MUNICIPAL EMPLOYEES UNION INDEPENDENT, INC.  
LOCAL 506, SEIU**

**FOR THE PERIOD  
JULY 1, 2021 – JUNE 30, 2024**

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## **ARTICLE I - RECOGNITION**

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The Griswold Board of Education (hereinafter the "Board") herein recognizes the Municipal Employees Union Independent (hereinafter the "Union") as the exclusive bargaining representative for wages, hours and conditions of employment as set forth in this Agreement for school maintenance employees regularly working twenty (20) or more hours per week, including, but not limited to, custodian, head custodian, security officer, custodian/maintenance and excluding building and grounds superintendent, supervisor of buildings, and other supervisors as defined in the Municipal Employees Relations Act and part-time and summer employees.

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## **ARTICLE II - NONDISCRIMINATION**

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As provided by applicable state and federal law, the parties herein agree that neither shall unlawfully discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, physical disability or any other unlawful standard. This provision shall not be subject to the grievance arbitration provisions of this Agreement.

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## **ARTICLE III - MANAGEMENT'S RIGHTS**

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Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement and whether exercised or not, the right, powers and authority heretofore held by the Board, pursuant to any charter, general or special statute, ordinance, regulations, agreements regarding reorganization or other lawful provision, over the complete operations, practices, procedures and regulations with respect to employees of the Board shall remain solely and exclusively with the Board, including, but not limited, the following: to determine the standard of service to be offered by Board employees; to determine the standards of selection for Board employees; to direct its employees; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to issue work rules and regulations and personnel policy manuals, and to enforce them and from time to time, in its discretion, change them; to maintain the efficiency of its operations; to determine work schedules; to determine the methods, means and personnel by which the Board's operations are to be conducted; to determine the content of job classifications; to exercise complete control and discretion over its organization and technology of performing its work; to establish contracts or subcontracts for any of the Board's operations, subject to the Union's right to bargain over the impact of such Board action; and to fulfill all its legal responsibilities.

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## **ARTICLE IV - UNION RIGHTS**

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1. The Board's representatives shall deal exclusively with the Union-designated stewards or representatives in the processing of grievances and any other aspect of contract administration, provided that individual employees may be present to resolve the grievances as provided by law.
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2. Union staff representatives shall be allowed to enter facilities to fulfill the Union's role as collective bargaining agent. The representative must first gain the permission of the Superintendent and must report to the building principal upon entering the premises during school hours.
3. The Union steward, provided that work requirements permit, shall be permitted to meet with supervisory personnel or the grievant concerning pending grievances at mutually acceptable times including times during regular working hours. The Union will cooperate to prevent abuse of this section.
4. Adequate space will be provided for posting of notices in all schools for the use of the Union.
5. The Union and the Board agree to provide each other, upon request and adequate notice, reasonable access to all non-privileged materials and information necessary for each party to fulfill its responsibility to administer this Agreement.
6. The Board shall provide each new employee with a copy of the Agreement within ninety (90) days after his/her employment. The Board shall provide each new employee with the name of the Union steward and staff representative to all new bargaining unit employees within five (5) working days of his/her date of initial hire. This provision shall be satisfied by providing each new employee with a link to the Agreement on the Board's website.
7. The Union steward shall have the highest seniority for purposes of layoff (provided he/she is able to perform available work).

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## **ARTICLE V - UNION SECURITY**

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1. During the terms of this Agreement or extension thereof, all full-time employees in the Collective Bargaining Unit may become members of the Union in good standing and shall pay dues in accordance with the terms of this Article. The Board shall provide the Union with notification of the name, job title, phone number, home address and work e-mail address of any newly hired employee within seven days of the date of hire. The Board shall permit the Union steward up to one hour of time to meet with new hires either during their employee orientation or during another mutually agreed upon time.
2. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of dues.
3. The Board agrees to deduct from each unit member who has submitted written authorization for such membership dues by means of payroll deductions. The amount to be deducted from each paycheck for membership dues shall be established by the Union and will be deducted from each paycheck. The amount of dues shall be certified to the Board by the Union prior to the opening of school each year.
4. The deduction of Union dues for any month shall be made during the applicable month and shall be remitted to the Financial Officer of the Union not later than the third Thursday of the following month. The monthly dues remittances to the Union will be accompanied by the list of names of employees from whose wages dues deduction have been made.
5. The Union agrees to indemnify and to hold the Board harmless for 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. This includes any and all costs of investigations, attorney fees, lost income and any other expenses which the Board may incur as a result of any claims,

demand, 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.

6. No dues will be deducted from an employee who has exhausted sick leave or while collecting workers' compensation.
7. The Board agrees to voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with the federal and state law on this subject.

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## **ARTICLE VI - WAGES**

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1. Advancement within the wage scale shall be as follows:

Level I: Upon commencement of employment.

Level II: One (1) year after date of hire.

Level III: Two (2) years after date of hire.

Level IV: Three (3) years after date of hire.

Level V: Four (4) years after date of hire.

Advancement on the salary schedule will be granted to the employee provided that the employee has worked for not less than 180 days during the previous school year.

2. Wage scales shall be as set forth herein in Schedule A.
3. If an employee is promoted to a higher job classification, he/she will be placed at a position in the salary scale which will reflect no loss in pay.
4. An employee who works outside his/her classification for a period of more than ten (10) consecutive working days shall be paid at the lowest step in the higher classification which results in an increase above that employee's then present rate of pay, provided, however, that this provision shall not apply in cases where the need to work out of classification is due to the absence of an employee on vacation.
5.
  - a. New employees shall serve a probationary period of one hundred (100) calendar days and shall have no seniority rights during this period or otherwise be entitled to benefits under Article XII, unless otherwise required by law. The Board reserves the right to discharge any employee during his or her period of probation for any reason whatsoever without recourse by the employee or the Union to the grievance and arbitration process of this Agreement as set out in Article XVI herein and without regard to Article IX herein.
  - b. Employees who work between 20-35 hours per week will be entitled to benefits on a prorated basis.

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## **ARTICLE VII - WORK WEEK**

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1. Employees shall be assigned to a work schedule.
  - a. The normal work week shall be Monday through Friday, eight (8) hours per day, forty (40) hours per week provided that this is not construed as a guarantee of minimum hours or a number of days of work, and further provided that reasonable amounts of weekend, holiday, and overtime work may be



required as provided in this Agreement.

- b. The Board may establish a work week shift that shall be Wednesday through Sunday, eight (8) hours per day, forty (40) hours per week, provided that reasonable amounts of weekend, holiday, and overtime work may be required as provided in this Agreement. For this shift, Monday and Tuesday will be considered the weekend, with contract provisions of Saturday and Sunday corresponding respectively to these days.
  - c. Employees on staff as of July 1, 2002, shall be entitled to remain on the normal work week as defined in Section 1(a) of this Article provided that positions are available.
  - d. Notwithstanding extenuating circumstances, employees are expected to work on snow or cancellation days, and may be prohibited the use of sick, personal and vacation days if required to work and subject to staffing needs. It is understood that employees should have a reasonable expectation of working a regular schedule and shift.
2. Every effort will be made to notify employees and the Union two (2) weeks in advance before any schedule change is implemented.
  3. When it becomes necessary to involuntarily change an individual employee's work schedule, the Board shall select on the basis of inverse seniority within the particular classification provided that individual has the necessary qualifications. A temporary involuntary transfer while a harassment investigation is ongoing shall not be subject to this provision.
  4. Employees shall be entitled to a half-hour unpaid lunch period as close as possible to the middle of a shift.
  5. Time and one-half shall be paid for all hours beyond forty (40) hours per week and beyond eight (8) hours in one (1) day and all hours worked on holidays. Sick and personal leave days will not count towards the eight (8) hours in one (1) day or forty (40) hours per week. Regular overtime is available provided the employee has worked their regular day/shift immediately prior to the overtime assignment and works their next regular day/shift; (i.e., the employee must not be absent due to sick, personal, vacation or other reasons) unless an employee has received prior approval for vacation or jury duty from the Superintendent for scheduled leave time.  

This requirement of previous day/shift work will not apply in instances when an employee is required to work an overtime assignment due to extenuating circumstances/need of the school district.
  6. Double time will be paid for all hours worked on Sundays, except for employees who work the shift established in Section 1(b) of this Article. For those employees, double time will be paid for all hours worked on Tuesdays.
  7. In the event an employee is called in for work prior to the start of his/her shift or after his/her shift ends, he/she will be paid for a minimum of two (2) hours of work. Employees called in specifically for snow and/or ice removal, he/she will be expected to work the full two (2) hours of call-in time. However, if the employee is notified of the requirement for overtime prior to the end of the scheduled shift, there shall be no minimum callback pay.
  8. The holidays an employee shall be entitled to are:

New Years Day

Presidents Day or Washington's Birthday\*

Memorial Day

Martin Luther King Day

Good Friday

Independence Day

Labor Day  
Veterans Day  
Day after Thanksgiving  
Christmas Day

Columbus Day  
Thanksgiving Day  
Christmas Eve Day  
New Years Eve Day

\*To be determined by the Board. Notification to employees of which holiday will be celebrated each year shall be posted no later than the first day of the school year.

The weekend custodian shall work Good Friday and shall be entitled to have Easter Sunday off in lieu of Good Friday.

Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

Should a determination be made to open schools on one or more of the above-listed days, employees shall be entitled to an equal amount of compensatory time which can be taken with the permission of the Superintendent.

9. Holidays. Employees shall not be required to work on any state holiday on the day it is officially observed, except in an emergency situation.
10. Overtime Assignments. All overtime work shall be distributed equitably among bargaining unit employees in a rotating manner. Employees shall be given as much advance notice as possible. An overtime chart will be kept for the purpose of monitoring the distribution of overtime among bargaining unit employees.

For any period of more than five (5) consecutive days, a nonunion substitute may be brought in to fill the position.

All overtime must be approved in advance. When a four or more hour shift of overtime needs to be filled, bargaining unit employees shall be offered the overtime on a rotating basis.

The first employee who is offered the overtime shall have the following choices:

1. Work the entire shift;
2. Work part of the shift (minimum two (2) hours);
3. Decline the overtime.

If the first bargaining unit member on the list chooses to decline the overtime then the next employee on the list shall be offered options 1-3. If the first employee chooses to work part of the shift then the next employee on the list shall be offered the remaining hours of the shift.

This shall be the procedure until the shift is filled.

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## ARTICLE VIII - LEAVE PROVISIONS

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1. Vacation. Employees will accumulate vacation days as follows:
  - a. Ten working days after one (1) year;



- b. Fifteen working days after six (6) years;
  - c. Twenty working days after ten (10) years.
2. The employee's anniversary date of hire will be used to determine the amount of vacation time earned.
  3. Vacations must be approved in advance by the Superintendent or designee. Request for vacation must be submitted at least ten (10) days in advance notwithstanding unusual circumstances. However, employees may request a single vacation day with at least twenty-four (24) hours notice; however, if more than two employees are already scheduled for vacation, personal leave, or are out on long term sick/disability leave, or the needs of the district demand full staffing for the date requested (e.g., graduation day), the request may be denied. The number of employees on vacation at any one time may be limited subject to work requirements and staffing needs. Vacation time can be used in increments of two (2) hours.
  4. Vacations must be taken during the 12-month period following the employee's anniversary date. In unusual circumstances, the Superintendent may, in his or her discretion, permit a maximum of three (3) vacation days to be carried over into the next 12-month vacation period. In the event of an employee's death, his/her accrued vacation time shall be payable to his/her estate.
  5. Sick Leave. Custodians will be granted twelve (12) days annually, with pay, for sick leave. The number of sick days shall be prorated during the first year of employment. Unused sick leave may be accumulated for future use to one hundred and forty (140) days. Sick leave can be used in increments of two (2) hours.

Medical certification will be required to substantiate the following:

1. Any period of absence consisting of more than (4) four consecutive working days;
2. Sick leave of any duration during vacation;
3. Leave of any duration if absence from duty recurs frequently or habitually, provided the employee has been notified that a certificate will be required.
4. Leave of any duration when evidence indicates reasonable cause of requiring such a certificate.

The Board or the appointing authority may provide a physician, at its own cost, to make a further examination.

In reviewing an employee's record to determine whether the employee is excessively using sick leave, the Board shall consider all of the following factors:

- 1) Number of days taken;
- 2) Number of occurrences;
- 3) Patterns of usage;
- 4) The employee's past record; and
- 5) Possible extenuating circumstances.

An occasion of sick leave is defined as any one continuous period of absence for the same reason. However, if an employee must have a series of medical or dental appointments to treat a single illness or injury, or as a follow-up to surgery, the series shall be considered one occasion of absence provided that:

- 1) The employee provides a statement from the physician that the treatment program is required and

indicating the expected number of visits;

2) Advance notice of the appointments is given to the employee's supervisor.

Prior to taking steps to restrict an employee's use of sick leave, the Board shall first counsel the employee and issue written notice of such counseling.

An employee who has been counseled and who continues to make excessive use of sick leave may be required to produce an acceptable medical certificate to substantiate the need for sick leave, provided the employee has been notified in writing of such requirement in advance. When an employee has been notified in writing of such requirement and fails to produce an acceptable medical certificate, he/she shall be charged with unauthorized leave of absence without pay.

The employer shall review the attendance record of an employee who has been placed on a medical certificate requirement status after nine (9) months period of time.

This review shall be conducted to determine whether the medical certificate requirement shall be rescinded. Any dispute arising from denial shall be grievable through the grievance procedure, provided that the burden shall be upon the employee to show marked improvement in his/her attendance and that said improved attendance has risen to a satisfactory level.

The BOE shall comply with Public Act No. 11-52 and any future amendments or revisions to the law.

6. Personal Leave. Up to five (5) days personal leave with pay shall be granted for family, funerals, religious, Union or legal purposes during each fiscal year. Personal leave shall not accumulate from year to year and must be approved by the Superintendent. Other leaves of absence, with or without pay, may be granted at the discretion of the Board. Unapproved or unauthorized leaves of absence shall result in forfeiture of pay and possible dismissal. Leaves under this provision will not be granted for vacation or honeymoon, nor on a day before/after a holiday. Leaves must be applied for three (3) days in advance notwithstanding extenuating circumstances, excluding Saturday and Sunday. The number of employees on leave may be limited subject to work requirements and staffing needs. Personal leave can be used in increments of two (2) hours.

Employees who have one (1) year of service or more can sell back no more than three (3) unused personal leave days. The requests are to be in writing no later than June 15<sup>th</sup> and the Board shall pay no later than July 15<sup>th</sup>.

7. Jury Duty. If an employee is called upon to serve jury duty, he/she shall be compensated at his/her full pay during time missed from work, less any compensation he/she receives for such jury duty. Day, night and evening shift employees shall be excused from work on days they are required to report for jury duty.

8. Military Leave. If an employee is called to military duty, he/she shall be compensated at his/her full pay during time missed from work, less the amount of compensation he/she receives for such duty.

This provision shall apply for up to two (2) work weeks in a given year, and employees shall be excused from their work obligations during such time.

Any replacement employee shall be paid at the normal rate and not according to the overtime provision of this Agreement.

9. Union Steward Leave. The union steward (1) will receive up to three (3) days of paid leave per year to attend a union workshop or MEUI convention.

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## **ARTICLE IX - DISCIPLINARY ACTION**

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1. Except in serious matters of employee misconduct, progressive disciplinary action will normally be followed. The normal order of such progression is verbal warning, written warning, suspension and dismissal.
  2. There will be no disciplinary action without just cause.
  3. An employee is entitled, upon request, to be given the reasons for any suspension or dismissal. The employee may request and shall be granted a meeting with the Superintendent to discuss such reasons and a Union representative may be present.
  4. The Union shall be notified in writing, whenever an employee is suspended or discharged. Such notification shall be made to the Union office as concurrently as possible with the discipline.
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## **ARTICLE X - SENIORITY**

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1. Seniority shall be defined as preferred status for certain purposes based on the employee's length of continuous employment in the bargaining unit with the Board.
  2. Seniority shall not be deemed broken by authorized leave, whether such leave is with or without pay, although seniority will not accrue during unpaid leave. Seniority will not be broken and will accrue while an employee is receiving workers' compensation benefits.
  3. The Union steward shall have top seniority for the limited purposes defined in Article IV.
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## **ARTICLE XI - LONGEVITY PAYMENT**

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1. Bargaining unit members who have completed ten (10) or more years of employment with the Griswold Board of Education shall be entitled to a yearly longevity stipend of one thousand dollars (\$1,000.00). Employees hired after July 1, 2021 shall not be eligible for this benefit. Members who have completed twenty (20) or more years of employment with the Griswold Board of Education shall be entitled to a yearly longevity stipend of one thousand five hundred dollars (\$1,500.00). Members who have completed thirty (30) or more years of employment with the Griswold Board of Education shall be entitled to a yearly longevity stipend of two thousand dollars (\$2,000). However, the award of the stipend shall not be included in or considered part of the salary base of schedule set out in Schedule A, Wages.
  2. Longevity shall be computed as of the employee's anniversary date. Unless requested to do otherwise by union members, longevity payment shall be paid as soon as possible after the anniversary date (lump sum).
  3. The longevity stipends listed in #1 will be extended to employees who have met the specified terms of service and who maintain a qualifying record of attendance. A qualifying record of attendance is defined as an absence total of no more than ten (10) days in a given year excluding vacations and medically excused days.
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4. By June 1 of each year all eligible employees must indicate in writing of his/her intent to receive the longevity payment or receive five (5) vacation days that can be used during the period of July 1 through August 15. The additional five (5) days of vacation use shall be subject to approval by the Superintendent's designee and is non-rescindable. Should an eligible employee use the vacation option and leave the employment of the GPS prior to his/her anniversary date, the employee will be responsible of repayment of the five (5) days pay in his/her final pay check.

**ARTICLE XII - INSURANCE AND PENSION**

1. A full service dental plan and a High Deductible Health Plan (HDHP), or a plan that is reasonably equivalent for employees and dependents, including membership for children ages 19-26 will be available to eligible employees. 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 plan as long as the test of reasonably equivalent is met. This requires prior notice to and approval (such approval not to be unreasonably withheld) from the Union.
  - a. The following coverage will be offered to custodians with premium shares as stated:

2021-22	19.0% covered employee	81.0% Board of Education
2022-23	19.5% covered employee	80.5% Board of Education
2023-24	20.0% covered employee	80.0% Board of Education

2. High Deductible Health Plan (HDHP). The plan shall have a \$2,000 deductible for single person coverage and a \$4,000 deductible for a two or more person family coverage for in network covered services. Preventive services shall be covered at 100%. The Board will provide the Anthem Blue Cross Blue Shield Prime & Complete Dental Plan, at the premium cost-shares outlined above.

The Board will fund the following amounts toward the annual deductible for eligible employees into the employee's Health Savings Account (HSA):

- July 1, 2021 - Fifty percent (50%) of the deductible amount (Two equal payments in September and January)
- July 1, 2022 - Fifty percent (50%) of the deductible amount (Two equal payments in September and January)
- July 1, 2023 - Fifty percent (50%) of the deductible amount (Two equal payments in September and January)

The Board's contributions to an employee's HSA shall be prorated by month to reflect the proportional number of months remaining in the plan year for any employee who, due to a qualifying event, enrolls in the HDHP after July of any given HDHP plan year.

The Board's annual contribution toward the funding of the HSA is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for employees. The Board shall



have no obligation to fund any portion of the plan for retirees or other individuals upon their separation from employment.

The Board shall pay the cost associated with setting up the HSA and will make available pre-tax direct deposit payroll deductions for employees who wish to make additional pre-tax contributions to their accounts up to the amount permitted by law.

If an employee is precluded from participating in the HSA because he or she does not meet the minimum requirements of federal tax laws and/or regulations, the Board shall provide the employee with access to a Health Reimbursement Account ("HRA"). The Board's annual contribution to the HRA shall not exceed its annual contribution to the HSA, based on the employee's coverage level.

3. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code ("IRC") §49801 the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. Should any Federal statute or regulation pertaining to IRC §49801 (or any other state or federal statute or regulation) be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Municipal Employee Relations Act. During such mid-term negotiations, the parties will reopen the insurance provisions for the purpose of addressing the impact of the excise tax. No other provision of the Agreement shall be reopened during such mid-term negotiations.
4. A \$25,000 life insurance plan will be offered to custodians, the full cost of which will be borne by the Board.
5. Retirement benefits shall be in accordance with the rules and regulations of the Town of Griswold Municipal Employees' Retirement Plan.
6. All custodians who retire from the Griswold Board of Education with at least fifty-five (55) years of age and ten (10) years of service shall continue to receive health insurance and dental benefits as provided to active employees as such coverages may be amended from time to time by collective bargaining and annual reevaluations up to the onset of Medicare. The employee shall be responsible for one hundred (100) percent of the individual and dependent coverage.

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## **ARTICLE XIII - PARENTHOOD/ FAMILY MEDICAL LEAVE**

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1. Any full-time custodian who becomes pregnant shall notify the Superintendent of Schools at least four (4) months prior to the expected day of delivery. Such notice shall include a physician's confirmation of the pregnancy and the full-time custodian's estimated date of delivery.
2. Leave shall begin when, in the opinion of her physician, the full-time custodian is no longer able to work.
3. Leave shall expire when, in the opinion of her physician, she is able to return to work.
4. Leave taken in section 2 and 3 shall be applied to sick leave.
5. Failure to return to work after approval by her physician shall constitute a resignation from employment.

6. a) An extended leave of absence for child rearing may be granted by the Board upon application by the employee (father or mother). Said application must be made to the Board at least sixty (60) days prior to the estimated delivery date of the child. Such leave shall be without pay and shall not exceed one (1) year. The full-time custodian may continue his/her fringe benefits during such extended leave at his/her own expense. An extended leave of absence for child rearing may also be granted in cases of adoption where the child has yet to reach his/her first birthday.
  - b) Each full-time custodian who has been employed by the Board shall be eligible for up to twelve (12) weeks unpaid leave in a school year in accordance with the provisions of the Family and Medical Leave Act of 1993 for one or more of the following:
    - 1) birth of a child of the employee;
    - 2) placement of a child with the employee for adoption or foster care;
    - 3) care for a spouse, child or parent of the employee if that spouse, child or parent has serious health condition;
    - 4) a serious health condition of the employee that makes the employee unable to perform the functions of his/her position.
  - c) Accumulated sick leave to which a custodian taking leave for a serious health condition is entitled shall be substituted for any part of the twelve-week period of leave. For example, a custodian with thirty (30) accumulated sick days (six work weeks) must use those thirty days and then would be eligible for six weeks unpaid leave beyond the thirty days.
  - d) The Superintendent or his/her designee shall discuss all requests for leave under this section on a case-by-case basis with the custodian requesting leave in order to best meet the needs of both the custodian and the school system.
  - e) The custodian during the period of such leave shall continue to receive health insurance coverage on the same terms as if he/she had continued to work. Appropriate arrangements will be made for the custodian to pay on a timely basis his/her share of the health insurance premiums while on leave. As provided by law, in some instances the Board may recover the premiums it paid to maintain health coverage for the custodian who fails to return to work from this leave.
7. Advance on the salary schedule will be granted to the full-time custodian upon return to the system provided the full-time custodian was employed for not less than ninety (90) school days during the school year in which maternity and/or child rearing leave occurred.
  8. Upon expiration of his/her leave, the full-time custodian shall be reinstated in his/her former position, or similar position, unless it has been abolished.

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## **ARTICLE XIV - SAFETY AND HEALTH**

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The Board and the Union will work together to comply with all state and federal safety laws and regulations. Areas of concern should be made in writing and discussed first with the employee's supervisor and then the Director of Buildings and Grounds.



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## ARTICLE XV - VACANCIES

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1. The assignment and transfer of personnel is the responsibility of the Board.
2. For the purpose of this Article, a vacancy is defined as an open bargaining unit position that the employer intends to fill on a permanent basis.
3. Prior to filling any vacant bargaining unit position (including all entry level vacancies), the Board shall post a notice of the vacancy on the bulletin boards it ordinarily uses for notices to bargaining unit employees. Such notice shall be posted for no less than fourteen (14) calendar days, and the position shall not be filled prior to the expiration of the posting period.
4. When an opening occurs because of the existence of a vacancy or the creation of a new position, present employees who apply for the position, provided that they are equally qualified, will be given preference over non-employees for appointment to the opening. Applicants will be considered based on their skills, ability, and experience in relationship to the job description. Where the qualifications are equal as between present employees, the employee with the greatest seniority will be given preference.
5. When hired or in the event an employee transfers to another position, they may be required to remain in that position for one (1) year before further changes are considered.
6. In the event a custodian currently working on the Wednesday through Sunday schedule applies for a vacancy in a position on the Monday through Friday schedule, such application shall be considered by the Board in accordance with the provisions set forth in this Article.

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## ARTICLE XVI - GRIEVANCE PROCEDURE

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1. Definition of Grievance. A grievance is defined as a written complaint, alleging a violation of at least one provision of this Agreement.
2. A Union representative, with or without an aggrieved employee, may submit a grievance upon notification to the Union, and the Union may submit an institutional grievance on its own behalf.
3. As used in this article, "days" means "calendar days."
4. A grievance shall be deemed waived unless submitted at Step I within ten (10) days from the cause of the grievance.
5. Grievance Procedure:

Step I - Supervisor. A grievance will be submitted first to the supervisor, except in the case of a suspension or dismissal, which shall be submitted directly to Step II. The supervisor shall meet with the Union representative and/or the grievant and issue a written response within ten (10) days after such meeting but not later than fifteen (15) days after submission of the grievance.

Step II - Superintendent of Schools. When the answer at Step I does not resolve the grievance, the grievance shall be submitted by the Union representative and/or grievant within ten (10) days of the previous response. Within ten (10) days of the receipt of the grievance, the Superintendent will meet with the Union representative and/or grievant and will issue a decision within ten (10) days following such

meeting.

Step III - Board of Education. If the grievance is not resolved at Step II, the employee or the Union may submit the grievance to the Board within ten (10) days of the Step II response. The Board will hear the grievance at the next scheduled meeting, provided such meeting is within thirty (30) days of the submission at Step 3.

Step IV - Arbitration. Within fifteen (15) days after the Board's answer at Step III, if no meeting is held within the time limits, the Union, in its sole discretion, may submit the grievance to arbitration. The arbitrator shall be selected from a list provided by the American Arbitration Association. The parties shall share equally the costs of the arbitration. The arbitrator shall have no power to add to or subtract from this Agreement. The award of the arbitrator shall be binding.

6. If the Union does not meet the time limits for submission to the next step, the grievance will be presumed settled. If the Board does not meet the time limits, the grievance may be automatically processed at the next step. Extension may be afforded either party by mutual consent in writing.

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## **ARTICLE XVII - LAYOFF AND RECALL**

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1. If a reduction in the work force is needed, employees shall be laid off in inverse order of seniority within their classification. An employee in a higher classification may bump an employee in a lower classification if the employee in the higher classification has more seniority and is qualified and capable of doing the work required.
2. Employees shall be eligible for recall for one (1) year and shall be rehired in order of seniority.

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## **ARTICLE XVIII - MAINTENANCE WORK**

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The Union shall be notified of any changes in job specifications.

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## **ARTICLE XIX - PRIOR RIGHTS**

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Nothing in this Agreement shall be construed as abridging any right that the employees or the Board of Education have enjoyed heretofore, unless it is specifically superseded by a provision of this Agreement.

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## **ARTICLE XX - PERSONNEL RECORDS**

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1. Any employee covered hereunder shall, on his/her request, be permitted to examine and copy any and all materials in his/her personnel file.
2. No materials shall be placed in an employee's personnel file without notice to the employee. Delivery of a copy to an employee marked "cc personnel file" shall be adequate notice.

3. At any time, an employee may file a written rebuttal to materials that have been placed in a personnel file.

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## ARTICLE XXI - PERFORMANCE EVALUATION

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1. Employees who receive an unsatisfactory evaluation shall have the right to file a rebuttal, which will be attached to the evaluation and placed in the employee's personnel file.
2. It is understood that any disciplinary action taken as the result of a negative evaluation may be subject to review through the Grievance and Arbitration procedure.

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## ARTICLE XXII - SAVINGS CLAUSE

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If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of an adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated articles, section, sentence, clause and phrase.

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## ARTICLE XXIII - DURATION

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1. This Agreement shall be effective as of the first day of July, 2021, and shall remain in force and effect until the thirtieth (30th) day of June, 2024. This Agreement shall remain in full force during any period of negotiations for a successor Agreement.
2. Either party may notify the other, in writing, of its desire to bargain collectively with respect to a successor Agreement. Such notice shall be provided no earlier than one hundred and twenty (120) days prior to the expiration of this Agreement.

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## SIGNATURE PAGE

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FOR THE BOARD OF EDUCATION

May Beth Malin

10.07.2021

Date

FOR THE MUNICIPAL EMPLOYEES  
UNION INDEPENDENT

Tony Park

10-7-21

Date

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## SCHEDULE A

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**The Wage Scale from July 1, 2021 to June 30, 2022 shall be as follows:**

	I	II	III	IV	V
CUSTODIAN	17.98	18.83	19.95	21.12	22.11
SECURITY OFFICER	18.28	19.42	20.24	22.45	23.51
CUSTODIAN/GROUNDS MAINTAINER	18.79	20.03	21.32	23.36	24.42
WEEKEND CUSTODIAN/MAINTAINER	19.11	20.32	21.64	23.73	24.75
HEAD CUSTODIAN	21.40	22.28	23.18	24.06	25.14

**The Wage Scale from July 1, 2022 to June 30, 2023 shall be as follows:**

	I	II	III	IV	V
CUSTODIAN	18.43	19.30	20.45	21.65	22.66
SECURITY OFFICER	18.74	19.91	20.75	23.01	24.10
CUSTODIAN/GROUNDS MAINTAINER	19.26	20.53	21.85	23.94	25.03
WEEKEND CUSTODIAN/MAINTAINER	19.59	20.83	22.18	24.32	25.37
HEAD CUSTODIAN	21.94	22.84	23.76	24.66	25.77

**The Wage Scale from July 1, 2023 to June 30, 2024 shall be as follows:**

	I	II	III	IV	V
CUSTODIAN	18.89	19.78	20.96	22.19	23.23
SECURITY OFFICER	19.21	20.41	21.27	23.59	24.70
CUSTODIAN/GROUNDS MAINTAINER	19.74	21.04	22.40	24.54	25.66
WEEKEND CUSTODIAN/MAINTAINER	20.08	21.35	22.73	24.93	26.00
HEAD CUSTODIAN	22.49	23.41	24.35	25.28	26.41