

AGREEMENT

between

CROMWELL BOARD OF EDUCATION

and

MUNICIPAL EMPLOYEES UNION INDEPENDENT, LOCAL 506  
S.E.I.U.

July 1, 2021 - June 30, 2024

Custodians

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## PREAMBLE

The Agreement is entered into by and between the Board of Education of the Town of Cromwell (hereinafter referred to as the "Board") and the Municipal Employees Union Independent (hereinafter referred to as the "Union").

## ARTICLE I Recognition

1. The Board recognizes the Union as the sole and exclusive representative for purposes of collective bargaining on matters of wages, hours and other conditions of employment for all custodial employees, including head custodians, maintainers and the grounds keeper, of the Cromwell Board of Education, excluding supervisors, substitutes and seasonal or temporary employees within the meaning of the Municipal/Employees Relations Act, Conn. Gen. Stat. 7-467 et seq. (the "Act"). The benefits set forth in the following Articles shall not be applicable to employees regularly scheduled to work less than twenty (20) hours per week: IX, X, XI, (except Sections 1, 6 and 7), XII (except Sections 1 and 2), XIII.

## ARTICLE II Union Security and Rights

1. Notice of New Hire/Orientation. The Board shall provide the Union with electronic notification of the name, job title, department, work location, home and cell phone numbers, home address, and personal and work e-mail addresses of any newly hired employee within fourteen (14) days of the date of hire. The Board shall permit the Union up to one (1) hour of time to meet with new hires either during their employee orientation or during another mutually agreed upon time.

2. Authorization for Payroll Deductions. Upon the submission by the Union of a voluntary written authorization signed by a bargaining unit member, the Board agrees to immediately begin to deduct dues and/or COPE contributions from the pay of that bargaining unit members. Such dues shall be as fixed by the Union.

No dues will be deducted when an employee has exhausted accumulated sick leave or is collecting workers' compensation.

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

4. Dues Remittance to the Union. The deduction of membership dues and/or COPE deductions shall be remitted to the Financial Officer of the Union on a monthly basis. The monthly dues remittances to the Union will be accompanied by the billing form supplied by the Union.

5. Unpaid Leaves/Workers Compensation. No dues will be deducted from an employee who is out of work and who has exhausted accumulated sick leave or while collecting Worker's Compensation.
6. Indemnification. The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability, including attorney's fees that shall arise out of the administration or enforcement of this Article.
7. Bulletin Board. The Board agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works, for the exclusive use of the Union. The bulletin board space shall be for Union information only.
8. Union Business Time. One union steward shall be allowed reasonable time without loss of pay to investigate grievances provided that he does not leave his/her school unattended and that it does not disrupt work operations. Such steward shall inform his/her supervisor in advance, if possible, or no later than the following work day. Union staff representatives shall have reasonable access to work sites to investigate, process or discuss grievances, provided such access does not interfere with Board operations.
9. Copy of Contract. The Board shall make the parties' collective bargaining agreement available on its website.
10. Union Meeting Space. The Union may use a Board facility for Union meetings on non-working time, as long as the Union gives 48 hours' notice.
11. Staff Representative/Steward. The Board will acknowledge the Union-designated steward and/or staff representatives in the processing of grievances and the administration of the contract.

### ARTICLE III Management Rights

1. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. § 10-220 and the following:
  - (a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
  - (b) To discontinue processes or operation or to discontinue their performance by employees.

- (c) To select and to determine the number and types of employees required to perform the Board's operation.
- (d) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board, subject to the provisions of Article XVI.
- (e) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- (f) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rate.

2. The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

#### ARTICLE IV Seniority

1. Seniority shall be defined as status for specific purposes based on an employee's uninterrupted service with the Board from the first day worked following the date of last hire including all authorized paid leave providing the employee returns to work immediately at the conclusion of such leave.

Seniority will be calculated based on the individual's first day of work for the Board of Education.

Part-time employee's years of service will be prorated when calculating seniority. (e.g. 4 years of part-time service is equivalent to 2 years for seniority purposes)

2. No employees shall attain seniority or other rights under this Agreement until he/she has been continuously employed by the Board for a period of six (6) month. During the probationary period, the employee shall be evaluated on a monthly basis on the standard district evaluation form. Until expiration of the probationary period, he/she may be terminated 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 shall be entitled to a conference with the Superintendent to discuss reasons for such termination. Upon successful completion of the probationary period, a new employee shall acquire seniority retroactive to his/her first day of employment.

3. The Board shall prepare a list of all employees covered by this Agreement showing their seniority with the Board, as defined above, and deliver the same to the Union Steward when changes occur to said list.
4. An employee shall forfeit accrued seniority:
  - (a) Upon voluntary resignation or retirement,
  - (b) Upon discharge, or
  - (c) Upon the expiration of recall rights after one year of layoff or refusal of a recall opportunity pursuant to Article VI.
5. Notwithstanding Paragraph 4(a) above, an individual who has resigned his/her employment may, upon written request to the Superintendent within fourteen (14) days of his/her resignation, retain seniority if his/her position has not been filled.

#### ARTICLE V Vacancy

1. "Job Vacancy" is defined as an opening created by a death, retirement, resignation, dismissal or new position in the classifications listed in the salary schedule.
2. The matter of filling job vacancies covered by the Agreement shall be solely within the control of the school administration in accordance with the terms of this section.
3. All job openings covered by this Agreement shall be posted simultaneously for both internal and external candidates for five (5) working days. Posting shall be in each school and at the office of the Board of Education and the Union will be notified of the vacancy by mail.
4. Employees desiring to bid on the job or apply for transfer to a vacancy shall file an application in writing within the posted time limit.
5. After the posting period expires, the Administration shall fill the vacancy in the following manner:
  - (a) The Administration will first consider applicants from within the bargaining unit.
  - (b) The Administration shall have the right to select the applicant who is most qualified and most able to perform the job, as determined by the Superintendent or his designee. If the Superintendent determines that two or more applicants are equally able to perform the job, the employee having the greatest amount of seniority, as defined in Article IV, shall be selected.
  - (c) If the Administration selects an applicant from outside the bargaining unit, the Administration shall notify the Union.
6. If an employee is temporarily assigned for more than five (5) continuous working days to perform the functions of a higher classification or grade which has a higher maximum rate

of pay, his/her wage rate will be retroactively increased to the lowest step in the higher classification or grade which also produces an increase of at least one pay increment for the period of the assignment. As used herein, "increment" shall mean the differential in pay between steps in the employee's regular classification or grade.

ARTICLE VI  
Layoff, Recall, Reduction In Force

1. The Board has the sole and exclusive prerogative to eliminate or reduce positions in the bargaining unit in the course of implementing the education interests of the state and the school district. When the Board determines that such a reduction in the work force is required, the reduction shall be made in the following manner:

- (a) In the event that a position is eliminated, the elimination shall first apply to temporary employees; probationary employees and part-time employees within the affected job classification, unless the interests of the Cromwell Public Schools are best served by retaining such temporary, probationary or part-time employees.
- (b) The criteria used within the respective job classifications to select employees for layoff will be in the following order:
  - 1. total period of employment by the Board of Education. For the purposes of layoff only, an employee's service shall be pro-rated based upon a twelve-month work year;
  - 2. ability and performance as an employee of the Board of Education, as determined by written evaluations;
  - 3. work or related experience of education/training in other positions.

Factors two and three shall be used, in order, in the event that two or more employees have equal seniority with the Board of Education.

- (c) Applying the criteria set forth in Paragraph B above to the general classification in which a reduction occurs, the Superintendent shall identify the employee for layoff in a recommendation to the Board.

2. Whenever a recall of employees is required, the recall shall be made within classification in the inverse order to the reduction procedure followed in Section 1. Employees shall retain recall rights for a period no longer than one (1) calendar year from the effective date of layoff. Nothing in this Article shall require the promotion of an employee into a position of higher rank, authority, or compensation.

3. Notice of recall shall be sent to the last known address of the employee, return receipt requested. If the employee rejects the appointment offer or fails to respond within

seven (7) days of receipt, the employee shall forfeit seniority and shall no longer be eligible for recall.

4. An employee who has been laid off and is subsequently rehired within the recall period shall receive full credit for accumulated sick leave, seniority, and step placement earned prior to layoff.

5. In the event of a reduction in work force, the Board will notify the Union and affected employees in writing at least three (3) weeks before the reduction. The Board shall consult with the Union prior to a layoff or change in hours, which affects the steward.

#### ARTICLE VII No Strike

The Union, its agents and each employee agree(s) that during the term of this Agreement, it or they shall not for any reason authorize, aid, or engage in a strike, slowdown, work stoppage, sympathy strike, or other concerted interference with the Board's operation.

#### ARTICLE VIII Hours of Work and Overtime

1. Time and one-half shall be paid for all work performed in excess of forty (40) hours in any one work week, and for all time worked on Saturday. Double time shall be paid for all work performed on Sunday. No overtime shall be worked unless approved, in advance, by the Superintendent or his designee.

2. Employees shall be notified of pending schedule changes two (2) weeks in advance when possible. When the Board wishes to make a shift or schedule change, the Board will notify the Union of the proposed change and the reason therefor. If the Cromwell Public Schools are closed for the day, based on an unforeseen weather related emergency or other similar reason that requires the Board to change an employee's regularly scheduled starting and ending times, the Director of Operations shall notify regular custodians of their revised starting and ending times via each building's head custodian. The Director of Operations shall direct such changes in an employee's schedule on the basis of the physical needs of the school system that result from the emergency condition.

3. In the event an employee is called into work at a time not contiguous with his regular schedule, he/she will be paid for a minimum of three (3) hours work. This provision shall not apply to hours worked which are contiguous to an employee's scheduled work time.

4. Full time members of this bargaining unit shall be assigned an eight (8) hour day and a forty (40) hour work week, Monday through Friday.



Building schedules for full-time custodians for each school year shall be set by the Director of Operations and announced by June 15<sup>th</sup> of each year. In general, each school building shall have three shifts of custodians, a morning shift, an afternoon shift, and an evening shift. These annual schedules may be adjusted by the administration on temporary basis by one hour in either direction with one week advance notice but not solely to avoid overtime.

During summer and school vacations, employee work schedules may be arranged on an individual school basis upon mutual agreement between the building administrator and the custodians at the work site. This schedule shall not affect the rates of pay nor result in any additional costs to the Board.

5. All Head Custodians shall be entitled to two ten-minute breaks, one for each half of the shift.

6a. Building Based Lists for Overtime. The Board will attempt to distribute scheduled overtime on an equitable basis within each school building. The Building Administrator will maintain an overtime list in each school building indicating the amount of overtime worked by each employee and the list shall be posted on the union bulletin board on a monthly basis. Overtime will be assigned on the basis of seniority with the most senior volunteer in the building receiving the assignment first, and then rotating through the list as overtime opportunities arise. If an employee is scheduled overtime from this building list and does not avail themselves of the opportunity to work, they will be charged with the scheduled overtime as if they had worked unless they have been directed to work elsewhere by the Administration.

Master List for Overtime. In addition to the school building overtime lists, the Board shall establish a master overtime list including all members of the bargaining unit. When overtime assignments are not covered appropriately by personnel at the individual school the master list shall be utilized to make overtime assignments, provided that the Board may deviate from the list if there are special qualifications necessary to cover the assignment. In assigning the overtime the Board shall start with the member with the least amount of seniority and then rotate through the list with each opportunity, with no right of refusal.

6b. The Director of Operations is authorized to assign scheduled overtime work, on a rotational seniority basis, in cases in which all eligible employees have rejected such assignments.

6c. Delegation of non-scheduled overtime assignments shall be made on the basis of the most senior employee in the affected building who is qualified to perform the non-scheduled overtime task.

6d. Each building's Head Custodian may require an employee, with the prior approval of the Superintendent or his/her designee, to work up to two (2) hours beyond the employee's regularly scheduled work day to handle non-scheduled assignments that must be completed that day.

7. Head custodians will be required to take a 30 minute non-paid meal break as part of his/her work day. All other custodians will be allowed a paid 20 minute break that must be taken on school premises in case of emergency with no 30 minute non-paid meal break.

8. All Head Custodians, and Maintainer employees shall participate in a subject to call rotation each week with one employee alternating at the end of the regular work day each Tuesday. The subject to call employee shall be provided appropriate technical equipment for the required task(s). The subject to call employee shall be required to carry a paging device. In addition to compensation at the minimum guarantee in Article 8, Section 3, and the appropriate rate for all hours worked, employees shall receive the following daily compensation for each day they participate in the subject to call rotation:

BOE proposed rates:

2022-23 rate = \$26.78

2023-24 rate = \$27.58

This daily bonus payment shall not constitute compensation for hours worked and so shall not be included in calculating an employee's regular rate of pay.

9. The-Director of Operations will be responsible for creating each six month rotation schedule for the Head Custodian, and Maintainer employees.

10a. The Director of Operations shall contact the Head Custodian of each building on delayed opening days. The Head Custodian shall inform other employees of the delayed opening.

10b. The Director of Operations shall inform the Head Custodian of each building when driving conditions are too hazardous to report to work. Custodians shall be paid a full day's pay on such days.

10c. Any time a custodian is ordered by the Superintendent or the Director of Operations to end his or her shift earlier than regularly scheduled; or earlier than the minimum five hours assigned to work for weather emergency day, the custodian will be paid for a full eight hour day.

10d. All custodians will report for a minimum five hour day on weather emergency days, and shall stay until they complete the assigned task, as determined by the Director of Operations for the weather event. If the hours required extend beyond five, custodians will be paid at their regular rate up to the point that overtime pay will be applied as described in Article VIII, Section 1.

11. All custodians shall contact their respective head custodian if they have any concerns about reporting to work. The head custodians shall forward such concerns to the Facilities Manager.

12. If a custodian is absent for more than two days, the Building Administrator or the Director of Operations can require that employees regularly assigned to the affected building work a minimum of 2 hours overtime each day to maintain the building during the custodian's absence.

The Board will generally offer overtime during the first week of an absence to regular employees. The Board may also begin to use substitute custodians if the full time custodian is unable to cover the absence. Should the above two methods fail to cover the absence, the Board retains the right to assign work to members of the bargaining unit.

ARTICLE IX  
Holidays

1. (a) The Following paid holidays shall be observed for all employees:

New Year's Eve Day	Floating Holiday
New Year's Day	Labor Day
Columbus Day	Memorial Day
Good Friday	Martin Luther King Day
Independence Day	Thanksgiving Day
Christmas Eve Day	Day after Thanksgiving
Christmas Day	President's Day
  
  - (b) On days when school closes early, the Superintendent or his/her designee shall determine whether first, second or third shift employees shall be allowed to leave early or report late. Second shift employees shall be granted the same early dismissal.
  
  - (c) One bargaining unit employee from each school will be required to work on Christmas Eve Day and New Year's Eve Day. The opportunity to work on that day will be offered first based upon seniority. If no employee volunteers to work on Christmas Eve Day and/or New Year's Eve Day, the assignment will be given to the least senior member of the bargaining unit on a rotating basis. The bargaining unit employee who is required to work on Christmas Eve Day and/or New Year's Eve Day shall be provided a substitute floating holiday to be taken during the course of the fiscal year.
2. The date on which the above holidays will be celebrated for purposes of this section shall, in most cases, be determined by the Board's school calendar, which will be set in the month of April of each year. In all other cases in which the school calendar does not apply, state statute shall be used to determine which date the holidays in Section One will be celebrated. If a holiday falls on a Saturday, the preceding Friday shall be observed as the

holiday, provided that schools for students in the district are closed on the Friday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday, provided that schools for students in the district are closed on the Monday.

3. If school is held on one of the holidays listed in Section 1 (a) above, the employee shall be provided a substitute floating holiday to be taken during the course of the fiscal year. The employee must secure approval of his/her immediate supervisor before taking the floating holiday. An employee who is required to work on the day of observance of any of the aforesaid holidays on which school is in session shall be compensated at the rate of 1-1/2 times his/her regular hourly rate for all hours worked on said holiday.

4. Except in cases of emergency or as approved by the Superintendent, no employee shall be entitled to holiday pay unless he/she works the last regularly scheduled day of work before and the first regularly scheduled day of work after the holiday.

5. When a holiday occurs during an employee's vacation, said holiday shall not be charged against the employee's earned vacation time.

#### ARTICLE X Vacation

1. All twelve-month employees shall earn vacation in accordance with the following schedule:

After one (1) year of service	Five (5) days paid vacation
After two (2) years' service	Ten (10) days paid vacation
After five (5) years' service	Fifteen (15) days paid vacation
After twelve (12) years' service	Twenty (20) days paid vacation

2. With approval of the Superintendent or his designee, vacation time may be accrued and carried over to the next year to a maximum of ten (10) days.

3. Vacations must be approved, in advance, by the Superintendent or his designee within a timely manner. In the case of a conflict between employees' selections and work schedule requirements, seniority will prevail for vacation requests submitted between January 1<sup>st</sup> and April 1<sup>st</sup>. Requests after April 1<sup>st</sup> no longer have the prerogative of seniority prevailing. Vacation time will be put in the calendar.

4. Except as permitted by the Superintendent or his designee, no more than two (2) weeks' vacation may be used at any one time. No employee shall take vacation during school vacation weeks that occur during the course of the student year, or during the ten (10) work days before the start of the school year as designated by the Superintendent or his/her designee. Notwithstanding the above restriction, one (1) employee per building may be allowed to take

vacation during a school vacation week or during the ten (10) work days before the start of the school year as designated by the Superintendent or his/her designee if the Building Administrator determines, on the basis of the needs of the building, that it would not interfere with the operation of the school building. Vacation leave during school vacation weeks will be based on a rotating seniority list. The employee may appeal a denial of his or her request for vacation during school vacation week to the Superintendent. The Superintendent's decision under this section shall not be subject to the grievance process.

5. In the event of an employee's death, his/her accrued vacation time shall be payable to his/her estate.

## ARTICLE XI Leave Provisions

1. Sick Leave: Twelve-month full time employees shall receive sick leave with full pay of fifteen (15) working days per annum with the amount of 150 full days of unused sick leave that can be accumulated. The accumulation of the 150 days shall not include those sick days earned during the current contract year.

Employees who work less than twenty (20) hours per week will be eligible to take up to five (5) sick days per year. Employees may carry over up to a maximum of seven (7) days.

Sick leave may be used for the following purposes:

- (a) Personal illness or injury
- (b) Enforced quarantine of the employee in accordance with community health regulations.
- (c) In the event of death in the immediate family when as much as four (4) working days leave with pay shall be granted for each occurrence. For purposes of this provision, "immediate family" shall be defined as spouse, parent, in-laws, sibling, child, grandchild, grandparent or any relative who is domiciled in the employee's household.
- (d) In the event of serious illness or injury to a member of the immediate family creating an emergency, provided that no more than three (3) days of sick leave per calendar year shall be granted. With permission of the Superintendent or his designee, additional accrued sick leave may be taken within a calendar year.
- (e) For purposes of this section, "immediate family" means husband, wife, father, mother, in-laws, sister, brother, child, grandparents and grandchildren, and also any relative who is domiciled in the employee's household.

2. A doctor's certificate showing date of illness or incapacity may be required after three (3) consecutive working days of absence or in cases of suspected abuse, provided that the employee has been notified in advance that there is reasonable cause to believe the employee is abusing sick leave.

3. Upon the retirement or death of any employee who has completed ten (10) continuous years with the Board, he/she or the legal representative of his/her estate, shall be compensated at the employee's applicable wage rate for twenty-five (25) percent of the total accrued and unused sick leave.

4. For the purpose of providing full time employees with additional coverage after exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification, the Board and the Union agree to establish a Sick Leave Bank.

- (a) Participation by full time members of the bargaining unit shall be mandatory. Each employee must donate a minimum of one day each year. There is no limit on the number of days that employees may donate to the Bank. Sick leave donations shall be made on or before July 1 of each year. Donations to the sick leave bank shall be final, irrevocable and not subject to payment under Article XI, Section 4.
- (b) The Bank shall be administered by a committee that will meet when necessary to make a decision on a request to utilize the sick leave from the Bank. The Committee shall consist of the Superintendent or his designee, one representative of the bargaining unit and one representative chosen by the Superintendent. Decisions of the Sick Leave Bank Committee shall be final and binding and not subject to the grievance procedure.
- (c) The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility of a full time employee to draw from the Bank:
  - completion of three years of service in Cromwell
  - employee must have used up all of his/her accumulated sick leave.
  - employee must submit medical evidence that the leave is necessary due to serious and lengthy illness not covered by workers' compensation.All applications shall be kept in the strictest confidence.
- (d) Upon compliance with Section C above, the sick leave bank committee may issue up to two (2) grants of days from the sick leave bank to each employee during the employee's entire working relationship with the Board. The cumulative total of the two grants of days from the sick leave shall not exceed 60 cumulative days.

- (e) The Board shall notify the Union annually, by July 30<sup>th</sup>, of the total number of accumulated leave days available in the sick leave bank.

5. Upon exhaustion of sick leave, an employee may request an unpaid leave of absence of up to three (3) calendar months from the Superintendent or his designee. No decision by the Superintendent or his designee regarding such a request shall be subject to the grievance procedure.

6. Personal Leave: The Superintendent or his designee may grant personal leave of up to five (5) days each year (noncumulative) for personal business which cannot be transacted outside of school hours. Employees must request such leave in writing on such form as may be administratively required, stating reasons for the request at least 48 hours in advance, provided that the employee may verbally notify the Superintendent or his designee and complete the appropriate form upon return to work in the case of a bona fide emergency. Personal leave is to be used for personal business which cannot be transacted outside of school hours. A request for a personal leave day immediately before or after a holiday or school recess will be considered only in the case of a bona fide emergency.

7. Military Leave. Military leave shall be granted in accordance with the law.

8. Jury Duty. All employees who are called to serve as jurors shall receive their regular pay less their pay as jurors for each day of jury duty, provided that such employee gives written notice to the Superintendent or his designee within 48 hours after he/she receives the call to jury duty and provided the employee furnishes the Superintendent or his/her designee with a copy of any check stub or receipt indicating the dates for which jury duty pay was received.

9. Insurance coverage will continue in accord with the contribution requirements of Article XIII of this Agreement during paid leave.

## ARTICLE XII Pregnancy and Parenting Leave

### I. Maternity and Childbearing Leave:

A. Any employee who becomes pregnant shall so notify the Superintendent or his designee at least four months prior to the expected date of delivery. Thereafter, the employee shall provide a doctor's certificate indicating continued fitness at work at least monthly, or more often if there is a change in her condition during the month. Such employee shall receive a leave of absence for the reasonable period of physical disability due to childbirth.

B. Except in the case of unusual medical difficulties, leave is expected not to exceed six (6) to eight (8) weeks after delivery unless such employee is FMLA eligible. At the end of any such leave of absence, the employee shall be reinstated to their former position, if such position is still available, or to a position of equivalent pay and benefits

C. Employees who have worked for the Board of Education for at least (12) months and who have worked at least 1,250 hours in the 12 months preceding commencement of the requested leave may submit a written request to the Board of Education seeking up to twelve (12) weeks of unpaid leave during any rolling twelve-month period in accordance with the federal Family and Medical Leave Act ("FMLA") 29 U.S.C. section 2601 et seq. If the requested leave qualifies for FMLA, any accumulated paid leave must be taken concurrently with the aforementioned twelve (12) weeks of allowable leave. A medical certificate acceptable to the Board shall be required for all FMLA leaves.

2. Parenting Leave

A. Beginning at a mutually agreeable time, an employee may request an unpaid leave of absence of up to twelve months for childbearing purposes. Such employee shall have access to group rates for insurance during the period of this leave. No decision made by the Superintendent or his designee with respect to such a request shall be subject to the grievance procedure.

B. At the end of any such leave of absence, the employee shall be reinstated to his/her former position, if such position is still available, or to a position of equivalent pay and benefits.

C. Three (3) days of paid leave deducted from sick leave will be provided to mother, father and/or spouse at the time of birth, adoption or taking custody of a child.

ARTICLE XIII  
Insurance and Pension

1. Employees shall be eligible to participate in a High Deductible Health Plan with a Health Savings Account (HDHP/HSA). Eligible employees may also select participation in the Full Basic Blue Cross Dental Plan coverage or its equivalent benefits. The Board will provide Group Life Insurance with accidental death and dismemberment benefits of \$40,000.00 to all employees.



2. The HDHP/HSA shall have the following benefit elements during the life of the Agreement:

	In Network Expenses	Out of Network Expenses
Annual deductible	\$2,500 (s)/\$5,000 (tp/f)	
Co-Insurance	0% after deductible.	20% after deductible, up to co-insurance maximum
Co-Insurance Maximum	\$0	\$5,000 (s)/\$10,000 (tp/f)
Out of Pocket Maximum	\$3,500 (s)/\$7,000 (tp/f)	\$10,000 (s)/\$20,000 (tp/f)
Preventive Medicine	\$0	
Prescription Drugs	\$15/\$30/\$40 after deductible	20% after deductible, up to co-insurance maximum

3. The Board agrees to fund fifty percent (50%) of the applicable annual HDHP/HSA deductible amount in each contract year. The Board's contributions toward the applicable HDHP/HSA deductible amount will be deposited into the employee's HSA account in two equal installments, on or about July 1 and on or about January 1. The Board shall have no obligation to fund any portion of the annual HDHP/HSA deductible amount for retired employees or other individuals upon their separation from employment.

4. The Board of Education shall contribute the following percentages of the cost of the Dental and HDHP/HSA insurance plans.

**Board Proposed Rates**

HDHP	2021-22	2022-23	2023-24
Board	79.0%	79.0%	80.0%
Employee	19.0%	19.0%	20.0%

Dental	2021-22	2022-23	2023-24
Board	76.0%	76.0%	76.0%
Employee	24.0%	24.0%	24.0%

2. The Board reserves the right to change insurance carriers at any time, provided that the overall level of benefits remains substantially equivalent. The Board will consult with the Union when changing carriers. The Board will arrange for information sessions with the employees covered by such insurance in order to provide for the smooth transition in the practices and procedural changes that might occur because of the change in new insurance carriers.

3. The Board of Education shall make available a plan under Section 125 of the Internal Revenue Code for the payment of employees' contributions to the cost of insurance premiums on a pretax basis to the extent permitted by law.

4. Pension. Eligible employees may continue to participate in the existing pension plan as required by the Master Plan of the Town of Cromwell, subject to the rules and regulations of the Master Plan. The Board shall arrange with the Town of Cromwell to provide periodic informational sessions regarding the Town Pension Plan. Section shall not be subject to the grievance arbitration provisions of this Agreement.

5. The Board shall have the right to implement a Workers' Compensation Managed Care Plan, also known as a Workers' Compensation Preferred Provider Plan, in accordance with Connecticut General Statutes 31-279, et al.

6. Employees who retire, as that term is defined in the Town Pension plan document(s), after working fifteen (15) or more consecutive years for the Board, shall be eligible to participate in the Board's health insurance plan(s) at a cost of 100% to the employee for a period of five years after his/he retirement. The employee's spouse may also participate in the Board's health insurance plan(s) for the same five year period at a cost of 100% to the employee's spouse.

#### ARTICLE XIV

##### Wages

1. The Wages for positions covered by this Agreement are set forth in Appendices A through D covering Custodian I, Maintainer, Head Custodian, Grounds Keeper and HVAC Technician.

2. New employees shall be hired up to step 4 of the wage scale set forth in the applicable wage scale based upon their knowledge, skill and experience as determined by the Superintendent, but will not be placed higher than current employees with commensurate knowledge, skill and/or experience.

3. Whenever an employee is permanently moved from a class or grade to a different class or grade which has a higher maximum rate of pay, he/she shall be paid at the lowest step in the higher class or grade which also produces an increase of at least one pay increment for as long as he/she works in that classification. As used herein, "increment" shall mean the differential in pay between steps in the employee's regular class or grade.

3a. Whenever a custodian covers for the Head Custodian for more than three days, he shall be paid at the rate of a Head Custodian, he/she shall be paid at the lowest step in the Head Custodian grade which produces an increase of at least one pay increment for as long as he/she works in that classification.

4. Whenever an employee is permanently moved from a class or grade to a different class or grade which has a lower maximum rate of pay, he/she shall be paid at the step in the lower class or grade which is closest to his/her current rate of pay.

5. The day custodian/maintenance person shall be called head custodian.
- 6a. In any given work year, employees who receive unsatisfactory evaluations shall not be eligible for the negotiated wage or step increase for the subsequent year of the contract. If the parties negotiate both a step and wage increase for a given year, the employee shall not be eligible for either increase if he/she receives an unsatisfactory evaluation.
- 6b. Evaluations shall be done by the Director of Operations.
7. If an employee is hired after January 31<sup>st</sup> and before July 1<sup>st</sup> in any given work year, he/she shall not be entitled to wage increases or step movement after his/her probationary period ends.

ARTICLE XV  
Payment for Services

1. Employees shall only be paid for hours actually worked.
2. Effective July 1, 2022, all employees shall be paid via direct deposit.

ARTICLE XVI  
Disciplinary Action

1. "Disciplinary action" as used in this Article shall include written warning, suspension or discharge. Disciplinary action shall be for just cause.
2. Written reasons for all warnings, suspensions and discharges must be given to the employee and the Union Steward within twenty four (24) hours of the discipline, except in cases of emergency suspension or discharge in which case written reasons will be supplied as soon as possible. Serious misconduct may be grounds for immediate suspension or discharge. Examples of serious misconduct include, but are not limited to, the following: theft, moral turpitude, insubordination, and abuse of the sick leave policy.
3. An employee who is being interviewed concerning an incident which may subject him/her to disciplinary action may have a Union steward or other Union representative present. If the employee decides during an interview he/she needs a representative, the meeting will come to a close until the Union representative can be present.
4. Disciplinary actions as defined above may be appealed through the established grievance procedure.

ARTICLE XVII  
Grievance Procedure

1. Definitions

- (a) A “grievance” shall mean a complaint by an employee, the Union, or a group of employees that his/her/its rights under the specific language of this Agreement have been violated, or that as to him/her there is a misinterpretation or misapplication of the specific provisions of this Agreement.
- (b) “Grievant” shall mean any member of the bargaining unit, or a group of bargaining unit members or the Union similarly affected by a grievance, seeking recourse under the terms of this article.
- (c) “Days” shall mean calendar days.
- (d) The parties may waive or modify the steps or time limits set forth herein by written mutual consent.

2. Time Limits

- (a) If a grievance in writing is not filed within twenty-one (21) days after the grievant knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- (b) Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- (c) An employee may, if any administrator or the Board of Education fails to render his/her/its decision within the specified time limits, process his/her/its grievance to the next higher level.

3. Informal Procedure - Supervisor, Building Administrator and/or Facilities Manager

If an employee feels that he/she may have a grievance, he/she may first discuss the matter with his/her Supervisor, the Building Administrator and/or Director of Operations and/or a Union steward or representative in an effort to resolve the problem informally.

4. Level One - Building Administrator

If the employee is still not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing and submit it to the Building Administrator. The Building Administrator shall, within seven (7) days of that filing of the grievance in writing, give a written answer with a copy to the Union.

In dismissal, suspension, demotion and class action grievances, the grievance shall be submitted directly to Level Three upon the mutual agreement of the parties.

5. Level Two - Superintendent of Schools

- (a) If the grievant is not satisfied with the disposition of his grievance at Level Two, he may, within seven (7) days after the decision, file his written grievance with the Superintendent of Schools.
- (b) The Superintendent shall, within seven (7) days after receipt of the referral, meet with the grievant and a representative of the Union for the purpose of resolving the grievance.
- (c) The Superintendent shall, within seven (7) days after the meeting, render his/her decision and the reasons therefor in writing to the grievant, with a copy to the Union.

6. Level Three - Board of Education

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within seven (7) days after the decision submit the grievance to the Board of Education.
- (b) The Board of Education shall hold a meeting within thirty (30) days after receipt of the grievance, at which time it shall meet with the grievant and with representatives of the Union for the purpose of resolving the grievance.
- (c) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefor in writing to the grievant, with a copy to the Union.

7. Level Four - Mediation/Arbitration

- (a) If the grievance is not resolved, the Union 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 within five (5) days after receipt of Level 4 answer. A copy of the request shall be sent to the Board of Education.
- (b) If the grievance is not resolved to the Union's satisfaction at Level Four or in mediation, the Union may submit the grievance to arbitration by the American Arbitration Association within fourteen (14) days of receiving the Level Four

answer or at the conclusion of mediation. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought.

If the parties mutually agree in writing, the grievance may be submitted under the same terms to the State Board of Mediation and Arbitration.

- (c) The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement. The arbitrator shall render his decision in writing no later than thirty (30) days after the conclusion of the hearing. The decision of the arbitrator shall be final and binding.
- (d) The cost of arbitration will be borne equally by the parties.
- (e) The arbitrator will hear only one grievance at a time, except as otherwise agreed by the parties. This provision will not prevent the arbitrator from hearing a Union or class action grievance. Neither will it prevent discussion of the arbitrability and the merits of the grievance at the same hearing.
- (f) The parties may waive or modify the steps or time limits set forth herein by written mutual consent.

#### ARTICLE XVIII Personnel Records

1. An employee covered hereunder shall, on his/her request, be permitted to examine and copy any and all materials in his/her personnel file during non-working hours. The Union may have access to any employee's records upon presentation of written authorization signed by the employee.

2. No written evaluation, reprimand or notice of other disciplinary action shall be placed in an employee's personnel file without notice to the employee. Delivery of a copy to the employee marked "cc personnel file" is adequate notice. Employees may make a written response to evaluations which are contained in their files.

#### ARTICLE XIX Duration

1. The Board and the Union agree that this Agreement shall be in full force and effect from July 1, 2021 through June 30, 2024. On or before February 1, 2024, the parties shall begin negotiations for a successor contract.

If the Board receives notice that the total cost of a group health plan or plans offered under this

contract will trigger an excise tax under Internal Revenue Code Section 49801, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

2. This Agreement shall remain in full force and be effective during the period of negotiations.

3. Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement, however, neither party shall be obligated to take part in any such collective bargaining session prior to one hundred and twenty (120) days before expiration hereof.

## ARTICLE XX Complete Agreement

This Agreement contains the full and complete agreement of the parties on all negotiable issues. The parties may mutually agree to negotiate during the term of this Agreement or shall negotiate if ordered to do so by an authority of competent jurisdiction.

## ARTICLE XXI Uniforms

1. All non-probationary custodial personnel will be provided with the following option each year: A. Board purchases four (4) sets of uniforms for the employee; annually, B. Board purchases, as selected by each employee, a mix of uniform items (e.g. shirts, pants, jackets and shorts) whose value does not exceed the value of A. above or C. Employee purchases, as selected by each employee, a mix of uniform items (e.g. shirts, pants, jackets and shorts) and shall be reimbursed up to the value of A. above. Up to two (2) additional replacement uniforms shall be issued to employees upon exchange of unusable uniforms. Probationary employees shall receive two (2) uniforms until such time as they become full-time permanent employees. Upon completion of an employees' probationary he/she shall receive two (2) additional uniforms for a total of four (4) uniforms.

2. A safety shoe reimbursement including accessories (e.g. socks, orthotics, etc.) of up to \$200.00 shall be paid annually upon the employee's presentation of a receipt. Receipts must be received by June 1 to ensure reimbursement is paid on or before June 30<sup>th</sup>. Failure to present a receipt by June 1 will delay any such reimbursement to the next fiscal year.

ARTICLE XXII  
Miscellaneous

1. The use of a personal vehicle for school business shall be reimbursed at the current IRS rate if the use has been authorized in advance in writing by the Superintendent or his/her designee.
2. The Board agrees to provide information to the Union in compliance with the provisions of the Connecticut Freedom of Information Act.
3. Two employees per year shall be permitted to attend a one-day MEUI/SEUI convention without loss of compensation.

In addition, one (1) employee per year may use up to two (2) personal days per year for official Union business.

4. At the beginning of each fiscal year, the Board shall deposit \$900.00 per Custodian into a Tuition Bank, which will be the annual cap in the Bank (i.e. if there are ten (10) Custodians and the Board deposits \$900.00 per Custodian, the annual cap in the Tuition Bank for that fiscal year would be \$9,000.00). The Tuition Bank shall be used for employees to attend courses and seminars related to his/her positions with the Cromwell Public Schools and shall be approved by the Superintendent or his/her designee prior to the commencement of the course or seminar. Employees requesting to use the Tuition Bank shall be allowed to use a maximum of \$1,300.00 per fiscal year. In the case of a conflict between employees requesting to use the Tuition Bank, seniority will prevail for tuition requests made between April 1st and July 1st. Requests made after July 1st no longer have the prerogative of seniority prevailing. Once the annual cap has been reached no additional requests will be approved for that fiscal year.

Reimbursement for such seminars and courses shall be made upon presentation of evidence of successful completion.

The Superintendent or his designee may, in his discretion, allow an employee to attend such courses or seminars without loss of compensation when such courses and seminars cannot be scheduled outside working hours.

5. The Union may use school buildings for meeting with bargaining unit employees, provided it makes written application to the Superintendent or his designee, and provided that the use is approved by the building principal and the Superintendent or his designee. Such authorization shall not be unreasonably withheld. Such use shall be at no cost to the Union, except that the Union shall be required to pay for any additional cleanup necessitated by such use.



ARTICLE XXIII  
Savings Clause

1. If any section, sentence, clause or phrase of the 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 provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

The parties agree to expeditiously negotiate a substitute for the invalidated Articles, Section, Sentence, Clause and Phrase.

ARTICLE XXIV  
Non-Discrimination

1. All provisions of this agreement shall apply equally to all employees without discrimination on the basis of race, color, creed or religion, sex, national origin, age, physical, or mental disability, political or labor affiliation.

ARTICLE XXV  
Job Description

1. The Board shall notify the Union about the contents of any new or amended job descriptions prior to implementation.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS

6 DAY OF June, 2022

CROMWELL BOARD OF EDUCATION

MUNICIPAL EMPLOYEES UNION  
INDEPENDENT

By Celina Kell... 6/6/22

By [Signature] 6/8/22

APPENDIX A<sup>1</sup>  
WAGES

<b>2021-2022</b>					
Step	July 1 <sup>st</sup> Step Movement	Custodian I	Maintainer	Head Custodian	Grounds Keeper
1	<i>Years 1-through 3</i>	20.56	22.61	25.87	22.34
2	<i>Years 4 – through 5</i>	21.07	23.09	26.37	22.86
3	<i>After 5 through 6<sup>th</sup> Year</i>	22.89	24.36	27.60	24.55
4	<i>At 7 Years and over</i>	24.72	25.63	28.83	26.24

<b>2022-23</b>					
Step	July 1 <sup>st</sup> Step Movement	Custodian I	Maintainer	Head Custodian	Grounds Keeper
1	<i>Years 1-through 3</i>	20.87	23.45	26.97	22.68
2	<i>Years 4 – through 5</i>	21.39	23.94	27.47	23.20
3	<i>After 5 through 6<sup>th</sup> Year</i>	23.24	25.23	28.72	24.92
4	<i>At 7 Years and over</i>	25.09	26.51	29.97	26.63

<b>2023-24</b>					
Step	July 1 <sup>st</sup> Step Movement	Custodian I	Maintainer	Head Custodian	Grounds Keeper
1	<i>Years 1-through 3</i>	21.29	23.92	27.51	23.13
2	<i>Years 4 – through 5</i>	21.82	24.42	28.02	23.66
3	<i>After 5 through 6<sup>th</sup> Year</i>	23.70	25.73	29.30	25.41
4	<i>At 7 Years and over</i>	25.59	27.04	31.05	27.17

Employees shall be placed on the schedule or noted as “off scale” in 2021-22 as agreed to during the negotiations of the 2021-24 Agreement. Employees shall move up steps on the schedule each year based on their completed years of service.

Employees who are noted as “off-scale” shall receive an increase of 1.50% in 2021-22 and 2022-23 and 2% in 2023-24. These employees shall be placed on the schedule when/if the schedule equals or exceeds their hourly rate after the increase is applied.

<sup>1</sup> Step placement does not necessarily equate to years of service. Please see Appendix B for years of service as of May 2022.

APPENDIX B  
STEP PLACEMENT

Name	Description	DOH	2020-21		2021-22		2022-23		2023-24	
			Step	Hourly	Step	Hourly	Step	Hourly	Step	Hourly
Maxa, Robert	Custodian I	2/1/21	2	\$19.73	1	\$20.56	1	\$20.87	1	\$21.29
Weldon, Kevin D	Custodian I	3/30/20	3	\$20.26	1	\$20.56	1	\$20.87	1	\$21.29
Ivan, Wendy	Custodian P/T	7/22/19	3	\$20.26	1	\$20.56	1	\$20.87	1	\$21.29
Ramirez, Edder	Custodian I	5/13/19	3	\$20.26	1	\$20.56	2	\$21.39	2	\$21.82
Labbadia, Gail A	Custodian I	10/13/15	3	\$20.26	2	\$21.07	3	\$23.24	4	\$25.59
Rusconi, Franklin Jr.	Custodian I	8/27/14	3	\$20.26	3	\$22.89	4	\$25.09	4	\$25.59
Sorrentino, Francesco	Custodian I	6/30/08	5	\$21.24	4	\$24.72	4	\$25.09	4	\$25.59
Haswell, Kristine	Custodian P/T	1/16/07	Off	\$23.87	4	\$24.72	4	\$25.09	4	\$25.59
Watson, Owen R	Custodian I	12/27/05	Off	\$24.35	4	\$24.72	4	\$25.09	4	\$25.59
Ensign, Michael S	Custodian I	12/20/93	Off	\$24.83	Off	\$25.20	Off	\$25.58	Off	\$26.09
Benitez, Amando Jr.	Maintainer	8/5/19	3	\$21.18	1	\$22.61	1	\$23.45	1	\$23.92
Russo, Salvatore P.	Maintainer	3/12/12	3	\$21.18	3	\$24.36	4	\$26.51	4	\$27.04
McTigue, Matthew F	Maintainer	1/20/11	5	\$22.15	3	\$24.36	4	\$26.51	4	\$27.04
Ollari, Steven J	Maintainer	11/19/04	Off	\$24.88	4	\$25.63	4	\$26.51	4	\$27.04
Warzecha, Mathew J	Head Custodian	11/9/06	5	\$25.36	2	\$26.37	2	\$27.47	3	\$29.30
Koshinsky, Michael F	Head Custodian	12/19/05	5	\$25.36	2	\$26.37	2	\$27.47	3	\$29.30
Corbett, James T	Head Custodian	12/26/01	Off	\$28.40	4	\$28.83	4	\$29.97	4	\$31.05
Scalora, Paul A	Head Custodian	3/5/97	Off	\$29.54	Off	\$29.98	Off	\$30.43	4	\$31.05
DiVicino, Joseph K	Grounds Keeper	4/4/11	Off	\$27.03	Off	\$27.44	Off	\$27.85	Off	\$28.40

SIDE LETTER

Driving of personal vehicles during work day for work related matters. The Cromwell Board of Education ("Board") and the Municipal Employees Union Independent, Local 506, ("Union") hereby enter into this side letter regarding an issue discussed during negotiations for a successor agreement to the 2012-2015 Collective Bargaining Agreement between the Board and the Union.

1. All requests by Cromwell Public School personnel for transport services must be forwarded to the respective building administrators. The building administrator shall coordinate the transport services with the building custodians.
2. The Director of Operations shall confer with building principals annually to review transportation service requests made during the year.
3. The Director of Operations shall confer with head custodians annually to review their questions or concerns about transportation service requests made during the year.
4. Custodians may decline to use their personal vehicles for the provision of transportation services to the Board based on their individual assessment of assignments that present an unreasonable risk of damage to their personal vehicles.

CROMWELL BOARD OF EDUCATION

MUNICIPAL EMPLOYEES UNION  
INDEPENDENT

By *C. DiNaballo* 6/16/22

By *[Signature]* 6/6/22