

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

EAST HAMPTON BOARD OF EDUCATION

and

MUNICIPAL EMPLOYEES UNION "INDEPENDENT"

LOCAL 506, SEIU, AFL-CIO

CUSTODIANS

&

CAFETERIA EMPLOYEES

**July 1, 2021 - June 30, 2024**

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## **PREAMBLE**

The Agreement is entered into by and between the Board of Education of the Town of East Hampton, hereinafter referred to as the "Board", and the Municipal Employees Union Independent, hereinafter referred to as the "Union."

### **ARTICLE I Designee of Superintendent of Schools**

For purposes of this Agreement, the Superintendent's designee is defined as the Director of Facilities for custodial operations and Director of Food Services for cafeteria operations. All custodians report directly to the Head Custodian who communicates with the building principal and the Director of Facilities. All cafeteria workers report directly to the Director of Food Services on cafeteria matters and to the building principal or assistant principal on student matters.

### **ARTICLE II Recognition**

1. The Board recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining on matters of wages, hours of employment and other conditions of employment for all custodians employed by the Board, who work twenty (20) or more hours per week, excluding high school student employees. The Union shall furnish the Board with a list of its officers, executive committee members and stewards, and, as soon as possible, notify the Board in writing of any changes therein. Such notification shall be sent to the Superintendent. No officer, executive committee member or steward shall be recognized by the Board until such written notification of his/her appointment shall be received by the Board from a duly authorized officer of the Union.

The classification of custodial employees under this Agreement is as follows:

Head Custodians	(twelve months)
Custodians	(twelve months)
Custodians	(ten months)
Groundskeeper	(twelve months)

Some provisions of this contract differentiate between ten month custodians and twelve month custodians.

2. The Board recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining on matters of wages, hours of employment and other conditions of employment for all full and part-time cafeteria employees with the East Hampton Board of Education working fifteen or more hours per week excluding the Cafeteria Director, substitute cafeteria employees and students in the Home Economic food service program and any other employees excluded by the Municipal Employees Relations Act.

The classification of cafeteria employees under this Agreement is as follows:

Manager	(ten months)
Cooks/Assistant Managers/Head Cashier	(ten months)
Cashier	(ten months)

3. Temporary custodians who work less than forty (40) consecutive work days a calendar year, who are hired to replace custodians on authorized leaves of absence, are excluded from this Agreement.
4. The Board agrees to inform the Union about the creation of new jobs that might be appropriately classed in the bargaining unit. Following a discussion, if a disagreement exists, the State Labor Board will be consulted.

### **ARTICLE III Union Security**

1. During the terms of this contract or extension thereof, all bargaining unit members may elect to become members of the Union. The Board shall provide the Union with electronic notification of the name, job title, home or cell phone numbers, home address, and personal and work email addresses of any newly hired employee within seven (7) days of the date of hire.
2. The Board agrees to deduct from the pay of bargaining unit members such membership dues as may be fixed by the Union. Such deductions shall continue for the duration of the Agreement or any extension thereof. Employees may express authorization for payroll deduction of membership dues and/or COPE contributions by submitting to the Union a written membership form, or by any other means of indicating agreement allowable under state and federal law. The Union will submit to the Board a list of members who have authorized payroll deduction and shall provide the Board with verification that payroll deduction and/or COPE contributions have been authorized by the employee only in the event a question arises about an employee's membership status. An employee who is paying dues may withdraw from membership in the Union and stop making those payments by giving written notice to the Union and the Board which notice must be received or postmarked during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Board and the Union, whichever occurs sooner. The Board will honor employee checkoff authorizations unless they are revoked in writing during the window period, regardless of whether the employee is a member of the Union.
3. 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 fees or dues. In addition the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make dues deduction(s).
4. The deduction of Union dues for any month shall be made during the applicable month and shall be remitted to the financial office 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 employees from whose wages dues deductions have been made.

5. No dues or fees will be deducted when an employee is no longer receiving a paycheck.
6. The Union agrees to indemnify and to hold and save the Board harmless against any and all claims, damages, suits, judgments or other forms of liability, including attorney fees, that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.
7. The Board shall post an electronic copy of this Agreement on its website within thirty (30) days after the signing of the Agreement.
8. New employees shall be provided with an electronic copy of this Agreement upon hire.
9. The Board shall provide the Municipal Employees Union Independent office with one (1) signed contracts after the signing of this Agreement.
10. Union representatives and stewards shall be permitted to enter any of the schools with approval of the building principal for the purpose of discussing, processing, or investigating grievances or fulfilling the Union's role as bargaining agent, so long as school operations, including the flow of work within the building are not disrupted.
11. Any steward shall be released from his/her assignment to fulfill the duties above, upon permission from his/her supervisor. When contacting an employee, the steward shall first report to, and obtain permission to see the employee, from the employee's supervisor.
12. 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 informational use only and not for derogatory purposes.

#### **ARTICLE IV Non-Discrimination**

All provisions of this Agreement shall apply equally to all employees without unlawful discrimination on the basis of race, color, creed or religion, sex, national origin, age, physical or mental disability, political or labor affiliation. This provision is not subject to the grievance procedure.

#### **ARTICLE V Seniority**

1. There shall be two types of Seniority: Overall, and Seniority within classification: Café Seniority and Custodial Seniority. Overall Seniority shall be defined as status for specific purposes based on an employee's uninterrupted service with the Board from date of last hire including all authorized paid leave providing the employee returns to work immediately at the conclusion of such leave. Café Seniority shall be defined as status for specific purposes based on an employee's uninterrupted service with the Board from date of last hire as a

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

2. Seniority will not be broken by any authorized unpaid leave, but seniority will not accrue during an unpaid leave. Seniority will continue to accrue while an employee is receiving workers' compensation benefits. Seniority will accrue during a period of layoff provided the employee returns to work within two (2) years.
3. No employee shall attain seniority or other rights under this Agreement until he/she has been continuously on the payroll of the Board for a period of ninety (90) work days of which forty-five (45) work days must be served while the schools are in session. Until expiration of such 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 failure. An employee, after completing the probationary period stated above, shall acquire seniority commencing on the date of his/her employment.
4. Union stewards who have permanent status in the system and have served as stewards for at least four (4) months shall be deemed to have the highest seniority for purposes of layoff.
5. The Board shall prepare a list of all employees covered by this Agreement showing their seniority in length of service with the Board and deliver the same to the Union office on October 1 of each year. New employees shall be added to this list in accordance with Section Three.
6. For employees covered by this Agreement, all bargaining unit work time within the school system shall be prorated and added to an employee's overall seniority provided the work time has been continuous.

## **ARTICLE VI**

### **Vacancy**

1. A 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 that the Board intends to fill on a permanent basis.
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 vacancies covered by this Agreement shall be electronically posted on the District's web-site for at least five (5) working days and the Union will be notified of the vacancy by e-mail prior to the vacancy being filled.

4. Employees desiring to apply for a vacancy shall file an application online or as directed by the notice and within the posting time limit.
5. In filling vacancies, consideration shall be given first to the present staff on the basis of seniority within that classification in which the vacancy exists, followed by overall seniority for employees in the other job classification.
  - a. If an employee is hired from outside the bargaining unit, the Board will notify the Union at the time of the appointment of the new employee.
6. In the event that a vacancy is to be filled, such vacancy shall be filled, if possible, within sixty (60) calendar days.
7. When an employee is temporarily retained in a vacancy or new position for a period of sixty (60) calendar days, he/she shall be considered qualified and allocated to said position if the position continues to exist; otherwise, he/she shall be returned to his/her former position.
8. Employees temporarily retained in a vacancy or new position of a different class or grade which has a higher maximum rate of pay, shall temporarily be paid at the lowest step in the higher class or grade which also produces an increase of at least one pay increment, provided, however, the employee has worked in such position at least five (5) consecutive days.
9. If an employee is performing work outside of the bargaining group, he/she shall be paid for all hours of work, once he/she exceeds two (2) hours a day, at the applicable hourly rate of the position for which work is being performed. The number of hours paid under this clause will be documented on time cards and approved by the applicable supervisors.
10. An employee, who is assigned to perform temporary service for a full day or more in a higher classification, shall at the commencement of this assignment be paid at the higher wage within the same step that he/she is presently in.

**ARTICLE VII  
Probationary Period**

1. All newly hired employees shall serve a 90 days-worked probationary period. During such probationary period, newly hired employees may be discharged without recourse to the grievance procedure.
2. Seniority shall accrue from the date of hire if the probationary period is successfully completed.

**ARTICLE VIII  
Layoff and Recall**

1. Whenever a work force reduction in a classification is required, the reduction shall be made in the following manner: bargaining unit employees shall be the last group laid off and in inverse order of seniority within classification, i.e. café seniority or custodial seniority,

providing all qualifications as called for in the job description are substantially equal except as noted in Section Two.

2. In the event of a layoff, a head custodian may transfer to another school where the incumbent head custodian has less Custodial seniority along with less days of service as a head custodian, or choose to accept a demotion to the position of the custodian having the least seniority. Upon a new opening occurring for head custodian, the former head custodian will be promoted back to head custodian.
3. Subject to the layoff rules set forth in Section Two of this Article, when a layoff occurs, the employee having the least seniority in the job classification to which the layoff applies (Café seniority or Custodial seniority) may replace an employee in a lower job classification provided the replacing employee:
  - a. has more overall seniority than the employee, he/she replaces, and
  - b. has more seniority within classification for that position than the employee, he/she replaces.
  - c. is capable of performing his/her duties in the judgment of the Superintendent.
4. A laid off individual's name shall be placed on a custodial recall list or a cafeteria recall list in the order of seniority within classification (from highest to lowest) and shall have the right to be recalled to the classification which he/she was laid off from if a position should become vacant within two (2) years. Seniority will accrue during a period of layoff provided the employee returns to work within two (2) years. Employees shall be rehired based upon seniority, provided the employee can, in the judgment of the Superintendent of Schools, satisfactorily perform the work available. No person shall be newly employed in a classification that includes an individual on the recall list until all persons on the recall list in that classification have been notified by certified mail sent to the individual's last known address and such individual either is offered employment or declines such re-employment offer.

It shall be the laid off individual's responsibility to notify the Superintendent of Schools of his/her current address. An individual who declines an offer of re-employment shall forfeit recall rights. Failure to respond in writing to a notice of an opening within fifteen (15) calendar days after the mailing thereof shall be deemed to be a refusal to accept re-employment. Returning individuals must return to work within thirty (30) calendar days from the date of the mailing of the notification. The failure to return to work within this thirty (30) day period shall be deemed a refusal to accept employment.

5. Transfer of personnel between buildings and/or work shifts may be initiated by the Superintendent of Schools. Such transfer shall be subject to review by the Board of Education with the affected employee and the Union. In making personnel transfers, the needs and interests of affected parties will be given consideration and the Union will be consulted, but the overall welfare of the school system will be considered paramount. The Superintendent shall issue a decision in writing to the affected employee and the Union regarding the transfer.



- a. In the event a custodial employee is involuntarily transferred from the first shift to the second shift or from the second shift to the first shift, the transfer shall not be arbitrary and capricious but shall be for good reason.
6. An employee transferred involuntarily by the Board to a position with a lower rate of pay shall continue to be paid at the higher rate of pay for 2 months or until the end of the fiscal year, whichever is longer. This provision shall not apply to employees who are transferred involuntarily as a disciplinary consequence.

**ARTICLE IX**  
**Hours of Work and Overtime**

1. The regularly scheduled workday for the custodial day shift shall be eight (8) hours a day, Monday through Friday, inclusive, including lunch. Starting and finishing hours shall be determined by the particular needs of each individual school as determined by the Superintendent of Schools.
2. The regularly scheduled work hours for the custodial second shift shall be from 3:00 to 11:00 p.m. The work week shall be Monday through Friday, inclusive. During vacation and summer recess the regularly scheduled work hours for all employees shall be 7:00 a.m. to 3:00 p.m. Monday through Friday.
3. All schedules (full and part time) include a paid one-half hour (30 minutes) lunch period. Two (2) paid ten (10) minute periods for 12-month employees and one (1) ten (10) minute break for 10-month custodian employees for break time. Cafeteria Employees shall receive one paid break per shift. Break time shall be designated by the building principal. Breaks may vary in the case of an emergency.
4. When a paid holiday or vacation day falls during the work week, it shall be included as hours worked in determining overtime.
5. Time and one-half shall be paid for:
  - a. all work performed in excess of forty (40) hours in any one work week.
  - b. all work performed in excess of eight (8) hours in any one day.
  - c. all work performed on Saturday.

Double time shall be paid for all work performed on Sunday and all snow and ice work performed outside of regularly scheduled hours.

6. There shall be no duplicate payment of overtime under this Article for any hours worked.
7. All custodial overtime work shall be distributed in each school equally among those who have volunteered for such work. When there are no volunteers, the Superintendent or his designee may assign the work to a staff member in the school in inverse order of seniority.

An overtime list shall be posted and updated in the custodial office of each school. Only overtime work performed within an employee's school shall be posted on this list. Custodial Employees on the list but who are not available for work on a certain day will be marked as if working.

A system-wide list of custodians who desire overtime in other schools shall be kept in the Superintendent's office. Such custodians will be asked to perform bargaining unit work whenever the need arises. Overtime work shall be distributed equally among those who have volunteered. An employee who is on the list and refuses the overtime work when called shall be charged as if he/she worked. In the event a school building cannot be covered for an overtime assignment by its regular staff, the Director of Facilities may assign some other responsible member of the staff to perform this task by inverse seniority within the school system.

8. Employees shall be notified of pending schedule changes four (4) weeks in advance when possible. When the employer wishes to make a schedule change, the Board shall also notify the Union of the proposed change and the reason therefore.
9. In the event an employee is called into work prior to the start of his/her shift or after his/her shift ends, he/she will be paid for a minimum of three (3) hours work.
10. In the event school is closed early, the building principal may require one or more custodians to report to work earlier than their normally scheduled starting time and to work an eight (8) hour shift. A reasonable effort will be made to give custodians advance notification.
11. Employees' shifts will not be changed by management to avert overtime.
12. Custodial Employees, regardless of shift, are expected to remain at their assigned buildings to handle emergencies if and when they arise. During the paid lunch period and only with the prior approval of the building administrator, the Board of Education would be willing to accommodate one staff member leaving for personal reasons if there is a second custodian on duty.
13. A custodial employee who is told to standby awaiting a call for other reasons for which he must open the school will be paid for all hours so waiting.
14. Employees will be paid a minimum of two (2) hours work for any work performed for outside organizations.
15. In the event of an early closing day that is counted as a legal school day, café workers who report to work shall be paid a full day's pay.
16. Custodians shall receive time-and-one half for all hours spent on deliveries.
17. The work year for cafeteria employees shall be as determined by the Board of Education in the master school calendar, not including any additional paid training days when school is not in session.

**ARTICLE X  
Holidays**

1. a. The following paid holidays shall be observed for twelve (12) month employees, providing the employees work the day before and the day after the holiday. Vacation days, authorized funeral time, sick days with medical documentation and other circumstances approved by the Superintendent shall be deemed to have met this clause.

New Year's Day	Labor Day
Presidents' Day	Columbus Day
Good Friday	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Martin Luther King Day	Christmas Eve Day
New Year's Eve Day	Floating Holiday
Christmas Day	Day after Christmas if Christmas falls on Thursday

- b. The following paid holidays shall be observed for ten (10) month employees, providing the employees work the day before and the day after the holiday. Vacation days, authorized funeral time, sick days with medical documentation and other circumstances approved by the Superintendent shall be deemed to have met this clause.

Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Labor Day	New Year's Day
New Year's Eve Day	

- c. If school is scheduled to be in session on any designated holidays, employees will receive a floating holiday in lieu of the holiday, the scheduling of which is subject to approval of the employee's supervisor.
2. When Christmas Eve Day falls on a Monday, Tuesday, Wednesday, Thursday, or Friday, it shall be considered a full day holiday for both ten (10) and twelve (12) month custodians.
3. The school calendar shall be used to determine the days on which the holidays in Section One fall.
4. An employee who is required to work on the day of observance of any of the aforesaid holidays shall be compensated at the rate of two times his/her regular hourly rate of all hours worked on said day in addition to his/her holiday pay.

5. Whenever any of these holidays shall occur while an employee is out on sick leave, the employee shall be paid for the holiday at his/her earned rate and his/her sick leave shall not be charged for that holiday.
6. When a holiday occurs during regular vacation, said holiday shall not be charged against the employee's earned vacation time.
7. Any custodian required to work on a day designated by the Governor of the State of Connecticut or the President of the United States as a state or national day of mourning shall be paid time and one-half for hours worked in addition to eight (8) hours pay for the day-of-mourning.
8. Scheduling of the floating holiday will be made by mutual agreement of the employee and supervisor considering the needs of the schools and should be taken within the same fiscal year.

#### **ARTICLE XI Vacation**

1. All twelve (12) month employees, covered under the terms of the Agreement, shall annually be entitled to vacations as follows:
  - a. New Hires: newly hired employees shall accumulate vacation at the rate of one-half working day per full month of employment service up to July 1. For both new hires and bargaining unit members, employment service from the date of hire to July 1 shall be considered one year of completed service for purposes of the vacation schedule that follows.
  - b. One (1) year of completed employment service but less than five (5) years: ten (10) working days
  - c. Five (5) years of completed employment service but less than ten (10) years: fifteen (15) working days
  - d. Ten (10) years of completed employment service or more: twenty (20) working days plus one (1) additional working day annually until twenty-five (25) working days are reached
  - e. For accumulation of vacation time, years of service for East Hampton Public Schools will be used to determine time granted. Employees who have worked a ten-month schedule and subsequently take a twelve-month position in another bargaining unit or the same bargaining unit within the East Hampton School System shall have their ten-month work prorated to determine the amount of vacation coverage they receive as a twelve-month employee.
3. The vacation schedule will be set by mutual agreement between the building principal, Director of Facilities and the employee except that seniority will govern in case of conflicts

between employees' selections and the work schedule requirements. Unused vacation days from the previous fiscal year that have not been used will be noted.

4. Pro rata earned vacation pay to the end of the preceding month shall be granted to an employee for the coming fiscal year in the event he/she terminates his/her services with the Board, providing the employee gives the building principal at least two (2) weeks advance written notice of his/her desire to terminate. The building principal will inform the Director of Facilities immediately upon receipt of such notification. In the event of an emergency termination, this period can be shortened to meet the specific situation through mutual agreement.
5. In the event of an employee's death, his pro rata earned accumulated vacation shall be paid to his estate.
6. Only fifteen (15) unused vacation days can be carried over to the next fiscal year.
7. Vacation time can be taken any time during the year in accordance with this Article.

## **ARTICLE XII**

### **Leave Provisions**

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

Ten-month custodians shall receive sick leave with full pay of twelve and one-half (12-1/2) working days per annum. Ten-month cafeteria workers regularly scheduled to work twenty (20) or more hours per week shall receive sick leave with full pay as per state statute with a minimum of six (6) working days per annum. Ten-month cafeteria workers regularly scheduled to work less than twenty (20) hours per week shall receive sick leave with full pay as per state statute of two (2) working days per annum. Ten-month employees can accumulate up to one hundred twenty (120) full days of unused sick leave. The accumulation of the one hundred twenty (120) days shall not include those sick days earned during the current contract year.

Paid sick leave will become available with the successful completion of the probationary period.

Each employee shall be notified of his/her accumulated sick leave in July of each fiscal year. Sick leave may be used in the following cases:

- a. Personal illness or injury.
- b. Enforced quarantine of the employee in accordance with community health regulations.

- c. To meet dental or medical appointments of two (2) hours or less away from the job if the appointment cannot be scheduled outside the work day.
  - d. Other acceptable reasons as provided by state statute.
2. A doctor's certificate showing date of illness or incapacity may be required after two (2) consecutive working days of absence.
  3. If an employee is out of work for more than five (5) consecutive working days, the Board may require a physical examination by a doctor of its selection at the Board's expense to verify illness or incapacity.
  4. If abuse of sick leave by an employee was indicated, the Board may require a physical examination by a doctor of its selection at the Board's expense verifying evidence of good health.
  5. Other Personal Absence
    - a. A total of five (5) personal days will be granted for twelve (12) month employees, a total of three (3) personal days for ten (10) month custodial employees, a total of two (2) personal days for ten (10) month cafeteria employees regularly scheduled to work twenty (20) or more hours per week, and a total of one (1) personal day for cafeteria employees working under twenty (20) hours per week, with the following guidelines:
      - (1) The days may not be taken in a continuous manner, except for funeral leave.
      - (2) The days may not be taken just prior to or the day after a paid school holiday as to extend a vacation period.
      - (3) Advance notification of the personal leave day will be given to the immediate supervisor as soon as possible. In the case of an emergency request the time shall be granted immediately.
      - (4) Personal days shall be granted for business which cannot be transacted outside of school hours and is necessary to be performed on a workday such as the following:
        - Illness in the immediate family
        - Bereavement – immediate family, relatives or close friends
        - Funeral attendance
        - Legal obligations
        - Marriage – self
        - Wedding attendance
        - Graduation exercises
        - Observance of religious holiday
        - Birth or adoption of child

- Emergency situations
- Financial business
- Family responsibility

The immediate family shall be defined to include parents, grandparents, spouse, child, siblings, spouse's parents, legal guardians, and any other relatives living in the employee's household.

- (5) Paid personal leave will become available with the successful completion of the probationary period.
- b. Other days with or without salary deduction in cases of emergency or hardship may be granted at the discretion of the Superintendent of Schools.
6. Upon the voluntary termination of employment, 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.
7. Workers' Compensation, as distinguished from sick leave, shall mean leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties.

The Board of Education covers all employees with Workers' Compensation insurance, which pays an eligible employee a percentage of his/her earnings during the period of absence.

The difference between his/her Workers' Compensation and his/her current straight-time wages shall be provided by the Board of Education for a total period not to exceed ninety (90) days. Said amount shall be payable at the time benefits are paid by the compensation carrier and in accordance with the procedures, rules and regulations of the Board and the carrier.

In exceptional cases the Board may grant additional injury leave beyond the ninety (90) days upon request of the employee and analysis of the individual case.

An employee may request the use of his/her sick leave or vacation pay, while awaiting Workers' Compensation payments. When the compensation check is paid, it will be sent to the Superintendent or his or her designee who will audit the hours and make the necessary adjustment.

8. Military Leave. Military leave shall be granted in accordance with Connecticut State Statute and the Federal Uniformed Services Employment and Re-employment rights Act of 1994 (USERRA). The time spent at such military leave will continue to count as uninterrupted service, and the Board shall continue paying benefits to the employee on military leave, including retirement.

Reserve training not to exceed three (3) weeks per year, as defined in Connecticut state statutes, shall not result in loss of pay. The Board of Education will make up the difference between pay received from the military and the employees regular pay.

9. Jury Duty. Employees shall be entitled to full pay at their base rate for absence because of jury duty during their regularly scheduled work shift, less the fee paid with respect to such jury duty. In order to be eligible for full pay, an employee who is dismissed from jury duty before 12 noon shall return to work. Employees are encouraged to exercise their option to initially postpone jury duty to summer non-school months.
10. An employee who is disabled and unable to work may use accumulated sick leave to cover the period of disability. The Superintendent may require at regular intervals, written certification from the employee's physician of continued disability. Any disability lasting more than eight (8) weeks may be subject to further medical review and evaluation.
11. Seniority will continue to accrue while an employee is receiving paid leave and will not be broken if an employee returns to his/her job within eight (8) weeks from authorized unpaid leave. Seniority will be interrupted during further periods of authorized unpaid leave and will resume on return if within an authorized leave period.
12. Insurance coverage (health and life) will continue at the Board's expense during paid leave, unpaid leave of less than thirty (30) consecutive calendar days and Workers' Compensation leave. Under unusual circumstances or cases of extreme hardship, the Board of Education will consider request for continuation of insurance benefits at its expense.
13. Upon exhaustion of sick leave, an employee may request an unpaid leave of absence with position held with the approval of the Board. An employee may also request a leave of absence for other reasons with position held subject to the Board's approval. The Board may also grant an unpaid leave with position not held.
14. Bargaining unit employees may elect to donate sick leave to fellow employees who, because of a serious illness, have exhausted their accrued leave balances. The donation of sick leave shall be made by the written consent of the donating employee to the Superintendent of Schools. The Superintendent of Schools will then make a recommendation to the Board of Education relative to the use of such donated leave. The Board of Education will make the final decision on the use of the donated time. Such leave shall be returned to the donating employee should it not be used.
15. Pregnancy Disability Leave. Employees shall be granted pregnancy disability leave in accordance with the law. An employee will continue to accrue earned time while she is on a paid disability leave. If the employee is unable to report back to her job at the end of a pregnancy disability leave, she may request a leave of absence for up to six (6) months with the job held or a comparable position.
16. Any approved leave taken under this Article shall count as time worked when calculating overtime.



**ARTICLE XIII**  
**Wages**

1. Newly hired employees may be placed on a step commensurate with experience as determined by the Superintendent. The substitute rate of pay for Custodians shall be \$.25 less than the first step in the pay scale.
2. An employee who has completed the probationary period and who continues in the same classification shall advance one step in the hourly wage scale on July 1 of each year.
3. Whenever an employee requests and 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 remain on his/her current step.
4. Whenever an employee requests and 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.

See Appendix A for Step Schedule.

6. Employees who regularly are required to work anytime after 3:00 p.m. until 6:00 a.m. shall receive, in addition to the regular hourly rate of compensation, a shift differential bonus of one dollar (\$1.00) for each hour actually worked after 3:00 p.m. and for all periods when his/her shift is changed, i.e., recess, vacations, etc.
7. Night shift custodians who are required to supervise the work of other employees will be paid a differential of one dollar (\$1.00) per hour during the hours the custodian and the other employee work simultaneously.
8. A custodian who is assigned to perform temporary service as a head custodian shall at the commencement of the assignment, be paid at head custodian's wages within the same step that he is presently in.

Such assignments must be made when a head custodian is absent due to illness, leave of absence, vacation or any other reason. The designated authority making a temporary assignment to head custodian shall issue the employee the assignment and the employee shall be compensated within the next pay period if possible.

9. In the event that outside profit-making activities (Monday through Friday) prevent custodians from completing their normally assigned duties, a maximum of two (2) employees shall be scheduled for overtime. Such overtime will be documented on a separate time card which will be forwarded to the responsible group for payment. Assignment of this type of overtime will be on a rotational basis.
10. An employee who is called in early and who usually works a shift that entitled him/her to differential, will receive the same amount of differential as if he/she had worked his/her regular shift. An employee's work shift shall not be changed for the purpose of avoiding overtime.

11. Custodians who are assigned to a function for an outside group will not be expected to perform routine custodial work. He or she shall be responsible for the security of the building and for the cleaning, setting up or taking down of the areas used by the public.

#### **ARTICLE XIV Insurance and Pension**

1. Eligible employees who are regularly scheduled to work twenty (20) or more hours per week may participate in the insurance plans provided by the Board of Education as set forth in this Article.

The Board may offer any additional health insurance plans with Board determined plan design and premium cost shares. If the Board's additional plan offering is due to the obligations of the Affordable Care Act the Board agrees to negotiate the impact of such additional plan(s) prior to implementation.

2. Employees shall receive Life Insurance with accidental death and dismemberment benefits totaling to the nearest \$500 of each employee's wage, at the Board expense. Upon retirement, an employee may elect to participate in a life insurance program if permitted to do so by the existing life insurance agency. Retirees will assume the full cost of such coverage.
3. Notwithstanding the foregoing, for budgetary purposes, the Board has discretion to change insurance carriers, managed care providers or health care administrators at any time, provided there is no decrease in the level of existing benefits (the HDHP-HSA Plan set forth in the parties' 2017-2020 collective bargaining agreement shall be used as the basis of comparison). The Board will make efforts to 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 may occur because of the change to new insurance carriers.
4. Each year each custodian and cafeteria worker working over 30 hours per week who was hired on or before June 30, 2017, may elect not to participate in the insurance benefits set forth in Sections 1.a and 1.b and, instead, shall receive \$900 for single coverage, \$1,600 for employee-plus-one coverage, and \$2500 for family coverage. The election must be made in writing during the month of May, or, if hired after May, within the first month of employment. Payment for an employee waiving insurance coverage shall be in July of each year in a one (1) lump sum payment for the previous year. Once an election has been exercised it cannot be changed until the following year. If a life changing event as defined by COBRA does occur and the employee elects to participate in the insurance benefits starting the 1<sup>st</sup> of the next month from the date the employer is notified, then the employee needs to repay the waiver in full before the date that coverage is to start.
5. Pension. The Board of Education will continue to make contributions to the existing pension plan as required by the Master Plan of the Town of East Hampton for eligible employees hired on or before June 30, 2018. The Union will be invited to participate in any discussions concerning changes in the pension plan, and informational sessions will be held

with the affected employees for changes which arise. Employee deductions will be made according to the Master Pension Plan.

Employees hired on or after July 1, 2018 may be eligible to participate in the Town of East Hampton's Money Purchase Plan & Trust retirement plan (the "Plan"), which became effective January 1, 2013 and which may be amended from time to time. Employees hired on or after July 1, 2018 shall receive Plan information upon hire. Such employees hired on or after July 1, 2018 shall not be eligible for participation in any other pension or retirement plan. This provision of the Agreement is included for informational purposes only and this benefit is not subject to the grievance procedure.

6. Subject to law, including the rules and regulations of the Internal Revenue Services, the Board shall maintain a "Section 125" salary reduction agreement which shall be designed to permit exclusion from taxable income of the employee's share of health insurance premiums.
7. As of July 1, 2017 the only medical, Rx and dental insurance plan offered by the Board shall be the Connecticut State Partnership Plan 2.0 ("SP2.0"). The administration of the SP2.0, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SP2.0.
8. The premium cost share percentages for medical and Rx benefits and associated administrative fees under the SP2.0 shall be as follows:
  - Effective July 1, 2021, eligible custodial and cafeteria employees shall pay 19% of the premium cost share for medical and Rx coverage.
  - Effective July 1, 2022, eligible custodial and cafeteria employees shall pay 19.5% of the premium cost share for medical and Rx coverage.
  - Effective July 1, 2023, eligible custodial and cafeteria employees shall pay 20% of the premium cost share for medical and Rx coverage.
9. Effective July 1, 2021, eligible employees shall pay 13% of the premium cost share for dental coverage and associated administrative fees under the SP2.0. The SP2.0 Plan 5 shall be offered.
10. Premium rates for single, employee + one and family coverage will be established by the State of Connecticut for the relevant periods, and shall be inclusive of medical, Rx, dental and all administrative fees.
11. SP2.0 design and co-payments shall be as specified in the attached medical, Rx and dental benefit summary documents, attached hereto as Appendix B.
12. The SP2.0 Cigna Vision Rider (lenses and frames) will be offered. However, medical based vision issues and checkups are provided through SP2.0. Premium cost-sharing percentages for vision coverage will be at the same percentage rates as premium cost-sharing for medical and Rx coverage as set-forth above.

13. The Board shall retain its rights under Section 3 of this Article to change insurance carriers (including a change in third-party administrators) in whole or in part, provided there is no decrease in the level of existing benefits as compared with the HDHP/HSA plan offering as set forth in the parties' 2017-2020 collective bargaining agreement. Such HDHP/HSA plan shall be the baseline for determining whether there is a decrease in the level of existing benefits. The Board will not be required to use SP2.0 as such baseline.
14. In the event SP2.0 is amended by the State, such amendments shall be in full force and effect for the term of the collective bargaining agreement, without the necessity of any action by either the Board or the Union, but shall not limit or curtail the Board's rights to leave SP2.0 for an equal or better plan as set forth above in Section 3 of this Article.
15. The SP2.0 contains a Health Enhancement Plan ("HEP") component. All employees participating in the SP2.0 will be required to join the HEP and will be subject to its terms and provisions. Details of the HEP are addressed in the HEP program description as set forth in Appendix B.
16. Participation in the SP2.0 and the HEP are conditioned upon the employee completing and submitting necessary enrollment forms (written or electronic as determined by the administrator) during the specified enrollment period, and also signing an authorization for the deductions of premium cost shares through payroll deductions.
17. In the event SP2.0 Plan administrators impose HEP non-participation or non-compliance premium cost share increases or deductibles (including individual and family deductibles), those sums shall be paid in their entirety by the non-participating or non-compliant employee. No portion or percentage of such premium cost increase or deductible shall be paid by the Board. Non-HEP compliant premium cost increases shall be implemented through payroll deduction, and non-HEP compliant annual deductibles shall be implemented through claims administration. Notwithstanding the above, any amendments to the terms of the HEP shall be applicable to employees participating in the SP2.0.
18. If the total cost of the SP2.0 plan offered pursuant to this agreement triggers an excise tax under the Patient Protection and Affordable Care Act (Internal Revenue Code Section 4980I), or any local, state or federal statute or regulation, or the Board reasonably anticipates that such a tax will apply for a future coverage period, the Board shall have discretion to reopen negotiations with respect to health insurance plan design and funding, premium cost share and/or introduction of an additional optional or alternative health insurance plan.
19. Cafeteria workers hired on or after July 1, 2021 shall only be eligible to enroll in Board-offered single health and dental insurance in accordance with the premium cost share percentages applicable to cafeteria workers hired on or before June 30, 2021. Cafeteria workers hired on or after July 1, 2021 may elect to purchase two person/family coverage at one hundred percent (100%) cost of the Board's group rates minus the cost of single coverage at the applicable premium cost share percentage, as it may be permitted by the Board's insurance carrier.

**ARTICLE XV**  
**Disciplinary Action**

1. "Disciplinary action" as used in this article shall be defined as limited to verbal warning, written warning, suspension or discharge. All disciplinary action shall be for just cause.
2. All disciplinary actions shall be consistent with the infraction for which discipline is being applied.
3. Progressive disciplinary procedures will be followed. Such discipline will include verbal warning, written warning, suspension or dismissal. Notwithstanding the foregoing, the progressive discipline procedure may be by-passed when the employee engages in serious misconduct.
4. Written reasons for all suspensions and discharges must be given to the employee and the Union at the time of the suspension or discharge, except in cases of emergency suspension or discharge in which case written reasons will be supplied as soon as possible.
5. 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 that he/she needs a representative, the meeting will come to a close until the Union representative can be present.
6. Whenever it becomes necessary to discipline an employee and apprise the employee of his/her shortcomings, the supervisor vested with that responsibility shall undertake such talks in a manner that will not cause embarrassment to the employee. All disciplinary actions may be appealed through the established grievance procedure.

**ARTICLE XVI**  
**Rights of the Board**

1. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of East Hampton in all its aspects, including, but not limited to, the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of East Hampton; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the type of work to be performed, to assign all work to employees or other persons, to determine shift schedules and hours of work; to decide the methods, procedures, and means of conducting the work; to select, hire and demote employees, including the right 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 of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for just cause; to promote, transfer and lay off employees; to prepare and submit budgets to the Town and to allocate monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable.

These rights, responsibilities and prerogatives are not subject to delegation in whole or part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this Agreement.

**ARTICLE XVII**  
**Prior Rights and Benefits**

1. Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that the employees or the Board of Education have enjoyed heretofore, unless it is specifically superseded by a provision of this Agreement. This provision shall not be subject to the grievance procedure.
2. Each employee covered herein shall be expected to render a full and fair day's work in an atmosphere of mutual respect and dignity free from significant abuse or arbitrary conduct.

**ARTICLE XVIII**  
**Grievance Procedure**

1. **Purpose**

The purpose of this procedure is to secure at the lowest possible administrative level solutions to grievances.

2. **Definitions**

- a. A "Grievance" shall mean a complaint by a bargaining unit member, the Union, or a group of bargaining unit members that his/her/its rights under the specific language of this Agreement have been violated, or that as to him/her/it 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 days when school is in session, except during summer recess when days shall be business days.

3. **Time Limits**

- a. If a grievance is not filed in writing at Level One within twenty (20) 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. Failure by any administrator or the Board of Education to render his/ her decision within the specified time limits shall be deemed to be a denial of the grievance and the grievance shall proceed to the next level.
- d. The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the Union and the Board or its designee, provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the answer in the last step considered.

4. Grievance Steps

If an employee feels that he/she may have a grievance, he/she may first discuss the matter with his/her Head Custodian and/or a Union steward or representative or other appropriate administrator in an effort to resolve the problem informally.

a. Level One – For Custodian: School Principal  
For Cafeteria Employees: Food Service Director

- (1) 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 his/her respective administrator. The administrator shall, within seven (7) days of that filing of the grievance in writing, give a written answer with a copy to the Union.

b. Level Two - Superintendent of Schools/Designee

- (1) If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after receipt of the decision, file his/her written grievance with the Superintendent of Schools or Designee.
- (2) The Superintendent or Designee 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.
- (3) The Superintendent or Designee shall, within seven (7) days after the hearing, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the Union.

c. Level Three - Board of Education

- (1) If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within seven (7) days after the decision submit the grievance to the Board of Education.
- (2) The Board of Education or a committee of the Board 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.

- (3) The Board or Board committee shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the Union.

d. Level Four - Mediation/Arbitration

- (1) 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 the Level Three answer. A copy of the request shall be sent to the Board.
- (2) If the grievance is not resolved to the Union's satisfaction at Level Three or in mediation, the Union may, at its option, submit the grievance to arbitration within fourteen (14) days of receiving the Level Three 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. Grievances shall be submitted in an alternate manner, the first two (2) to the Connecticut Board of Mediation and Arbitration (SBMA), the following two (2) to the American Arbitration Association (AAA), except discharge and suspension cases shall always be submitted to AAA.
- (3) The arbitrator shall have no power to add to, subtract from alter or modify this Agreement. The arbitrator shall render his/her decision in writing in accordance with SBMA or AAA rules. The decision of the arbitrator shall be final and binding.
- (4) The cost of arbitration will be borne equally by the parties.
- (5) The arbitrator will hear only one (1) grievance at a time. 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.

e. Exceptions

In the case of grievances brought over a bargaining unit member's dismissal, suspension, demotion, or on behalf of the entire bargaining unit, the grievance shall be submitted directly to Level Three.

**ARTICLE XIX**  
**Access to Information**

1. The employer agrees to provide information to the Union in compliance with the Connecticut Freedom of Information Act.



**ARTICLE XX**  
**Payment for Services and Advances on Salary**

1. All employees shall be paid on a bi-weekly basis and shall be paid on the same day of every other week. In the event the scheduled payday falls on a holiday or other non-work day, paychecks shall be distributed on the work day immediately preceding the scheduled pay day. All employees shall be paid by electronic deposit to a qualified financial institution of their choice.
2. Where a custodial employee has scheduled a vacation period which encompasses a complete payroll period, advance payment for that future payroll period may be made, upon the employee's request so long as:
  - a. request is made no later than thirty (30) days prior to the first day of vacation leave;
  - b. the employee's accrued vacation leave exceeds the amount scheduled by no less than one (1) work week.

**ARTICLE XXI**  
**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 regular business hours with reasonable notice. The Union may have access to any employee's records upon presentation of written authorization by the same employee.
2. No new material derogatory to an employee hereunder shall be placed in his/her personnel file unless he/she has signed (indicating receipt of such materials) and has received a current copy of such material.
3. An employee or the Union may avail himself/herself/itself of the opportunity to explain or rebut materials placed in his/her file. If a determination is made in an employee's favor, the questioned material shall be expunged from the file.
4. An employee retains the right to grieve any material in his/her personnel file. If a determination is made in the employee's favor, the questioned material shall be expunged from the file.

**ARTICLE XXII**  
**Employee Expense**

1. Any employee who is required to work twelve (12) consecutive hours or more shall be entitled to a meal allowance not to exceed the following schedule:

Breakfast	\$10.00	2:00 a.m. - 10:00 a.m.
Lunch	\$15.00	10:00 a.m. - 3:00 p.m.
Dinner	\$20.00	3:00 p.m. - 10:00 p.m.
Midnight Meal	\$15.00	10:00 p.m. - 2:00 a.m.

Employees shall be reimbursed for their meal allowances on November 1<sup>st</sup> and April 1<sup>st</sup>, upon the submission of appropriate receipts.

2. Any employee who uses his automobile for school business shall be reimbursed at the IRS rate.

### **ARTICLE XXIII Union Convention/Training**

The Board shall, upon reasonable advance notice, permit two (2) employees whom the Union designates to attend one convention each year and one (1) employee, so designated, to attend one (1) training school without loss of pay or benefits. The Superintendent may authorize paid training days for cafeteria workers. The Board shall pay for the training and reasonable expenses associated with the same.

### **ARTICLE XXIV Union Picnic**

Each member of this bargaining unit will be released from one-half of his/her shift in order to attend one (1) Union picnic per year.

### **ARTICLE XXV Savings Clause**

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 it 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 article, section, sentence, clause and phrase.

### **ARTICLE XXVI Working Above Class**

A custodian whose job duties have changed shall request a meeting with the Director of Facilities to discuss the situation.

### **ARTICLE XXVII Health and Safety**

The employer shall comply with all Federal, State and Local health and safety codes. This provision shall not be subject to the grievance procedure.

\*

**ARTICLE XXVIII**  
**Electrical Work**

Head Custodians shall not perform electrical work.

**ARTICLE XXIX**  
**Performance Evaluation**

1. Custodial Progression on the negotiated salary step schedule will occur as a result of an annual written performance evaluation of each custodian by the Head Custodian and approved by the Director of Facilities.
2. The written evaluation will be performed by the Head Custodian and reviewed and approved by the Director of Facilities prior to the close of each school year and will be reviewed with the employee involved. Evaluation of first and second shift employees will be performed by the Head Custodian and will be reviewed and approved by the Director of Facilities. The evaluation document is to be signed by the employee and made a part of his/her permanent personnel file.
3. If satisfactory performance is attained through the evaluation, step movement will be granted in accordance with the negotiated agreement. However, if an unsatisfactory rating results from the evaluation process:
  - a. The employee may refuse to sign the evaluation and contest the evaluation results by meeting with the Superintendent of Schools and a Union representative.
  - b. If the unsatisfactory evaluation results are not changed through this first meeting, step movement will be withheld. A re-evaluation of performance will be made sixty (60) working days after the initial evaluation. If a satisfactory performance rating is achieved at that time, step movement will be granted, effective the next pay period.
  - c. If significant improvement has not been achieved after sixty (60) working days, it will constitute grounds for dismissal.
4. Performance criteria will be reviewed with the Union prior to implementation or change.
5. Performance evaluations will be subject to grievance procedures outlined in this contract.

**ARTICLE XXX**  
**Shirt and Shoe Allowance**

As of July 1 of each year of this contract, each employee in the bargaining unit will be provided with five (5) shirts and custodial employees will be reimbursed annually up to \$200 for safety shoe(s) upon proof of payment. Head custodians will be reimbursed annually up to \$200 for their cell phones or cell plans. In order to be eligible for cell phone reimbursement head custodians must be available via cell during working hours. Cafeteria employees will be reimbursed annually up to \$80 for one pair of safety shoes upon proof of payment. Once per

contract each custodial employee shall be reimbursed for up to \$200 for the purchase of work/safety attire upon proof of payment.

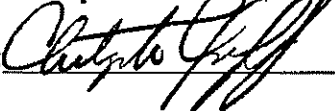
**ARTICLE XXXI  
Longevity**

1. Employees hired on or before June 30, 2017 shall be eligible for longevity payments as set forth below.
2. Longevity shall be based solely on years of experience, and not on classification of employees. Longevity payments based on years of service shall be made on the following schedule:
  - 5 years of service - a total of \$350 yearly
  - 10 years of service - a total of \$500 yearly
  - 15 years of service - a total of \$650 yearly
  - 20 years of service - a total of \$800 yearly
  - 25 years of service – a total of \$925 yearly
3. The total annual longevity payment shall be due and payable in one installment, no later than November 30. Longevity payments shall be included in employee's total earnings for the purpose of determining their pension benefits.

**ARTICLE XXXII  
Duration**

1. This Agreement shall be effective through June 30, 2024.
2. 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 March 1 of the year the contract expires.

East Hampton Board of Education

By: 

Date: 8-27-21

Municipal Employees Union Independent

By: 

Date: 8-26-21

Appendix A Wage Schedules

CAFETERIA WORKERS

*Effective July 1, 2021\**

	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9
<b>Managers</b>	\$18.33	\$18.69	\$19.07	\$19.45	\$19.84	\$20.23	\$20.64	\$21.05	\$21.47
<b>Cooks/Assistant Managers</b>	\$15.05	\$15.35	\$15.65	\$15.97	\$16.29	\$16.61	\$16.95	\$17.28	\$17.63
<b>Cashier</b>	\$14.78	\$15.07	\$15.37	\$15.68	\$16.00	\$16.32	\$16.74	\$16.98	\$17.31

*Effective July 1, 2022\*\**

	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8
<b>Managers</b>	\$19.18	\$19.56	\$19.95	\$20.35	\$20.76	\$21.17	\$21.60	\$22.03
<b>Cooks/Assistant Managers</b>	\$15.75	\$16.06	\$16.38	\$16.71	\$17.04	\$17.39	\$17.73	\$18.09
<b>Cashier</b>	\$15.47	\$15.77	\$16.09	\$16.41	\$16.74	\$17.07	\$17.42	\$17.76

*Effective July 1, 2023\*\*\**

	step 1	step 2	step 3	step 4	step 5	step 6	step 7
<b>Managers</b>	\$19.95	\$20.35	\$20.76	\$21.17	\$21.60	\$22.03	\$22.47
<b>Cooks/Assistant Managers</b>	\$16.38	\$16.71	\$17.04	\$17.39	\$17.73	\$18.09	\$18.45
<b>Cashier</b>	\$16.09	\$16.41	\$16.74	\$17.07	\$17.42	\$17.76	\$18.12

\* Effective July 1, 2021, all cafeteria workers not at top step shall advance one step. Step advancement on the wage schedule shall take place based on a cafeteria worker's placement on the 2020-21 eleven step wage schedule and shall occur before the wage schedule is reduced from eleven steps to nine steps so that cafeteria workers will only effectively advance one step on the schedule despite step renumbering.

\*\* There shall not be step movement in 2022-22. All cafeteria workers will be placed on a

lower step on the 2022-23 wage schedule based on the elimination of Step 1 of the 2021-22 wage schedule and subsequent step renumbering.

\*\*\* Effective July 1, 2023, all cafeteria workers not at top step shall advance one step. Step advancement on the wage schedule shall take place based on a cafeteria worker's placement on the 2022-23 eight step wage schedule and shall occur before the wage schedule is reduced from eight steps to seven steps so that cafeteria workers will only effectively advance one step on the schedule despite step renumbering.

CUSTODIAL WORKERS

*Effective July 1, 2021\**

	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	step 10
<b>Head Custodian</b>	\$22.43	\$22.87	\$23.34	\$23.80	\$24.29	\$24.78	\$25.27	\$25.77	\$26.41	\$27.07
<b>Custodian</b>	\$19.65	\$20.05	\$20.45	\$20.87	\$21.29	\$21.67	\$22.13	\$22.57	\$23.13	\$23.71

*Effective July 1, 2022\*\**

	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	step 10
<b>Head Custodian</b>	\$22.88	\$23.33	\$23.81	\$24.28	\$24.78	\$25.27	\$25.77	\$26.29	\$26.94	\$27.61
<b>Custodian</b>	\$20.04	\$20.45	\$20.86	\$21.28	\$21.71	\$22.11	\$22.58	\$23.03	\$23.59	\$24.18

*Effective July 1, 2023\*\*\**

	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	step 10
<b>Head Custodian</b>	\$23.33	\$23.79	\$24.28	\$24.76	\$25.28	\$25.78	\$26.29	\$26.81	\$27.48	\$28.16
<b>Custodian</b>	\$20.44	\$20.86	\$21.27	\$21.71	\$22.15	\$22.55	\$23.03	\$23.49	\$24.06	\$24.66

\* Effective July 1, 2021, all custodians not at top step shall advance one step. Step advancement on the wage schedule shall take place based on a custodian's placement on the 2020-21 eleven step wage schedule and shall occur before the wage schedule is reduced from eleven steps to ten steps so that custodians will only effectively advance one step on the schedule despite step renumbering. The two head custodians on Step 6 of the 2020-21 salary schedule shall advance to Step 7 and Step 8 of the 2020-21 salary schedule before July 1, 2021 step renumbering and step advancement takes place. The more senior head custodian on Step 6 shall advance to Step 8 before renumbering and step advancement and the less senior head custodian on Step 6 shall advance to Step 7 before renumbering and step advancement.

**\*\*** There shall not be step movement in 2022-22.

**\*\*\*** Effective July 1, 2023 all custodians not at top step shall advance one step.



Side Letter

This side letter memorializes the parties agreement that bargaining unit member Cynthia Siena will receive general wage increases of 2.75% retroactive to July 1, 2021; 2.00% effective July 1, 2022 and 2.00% effective July 1, 2023.

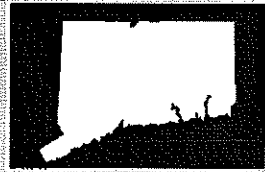
Date 8-26-21

By *Thos J...*  
MUNICIPAL EMPLOYEES UNION "INDEPENDENT"  
LOCAL 560, SEIU, AFL-CIO

Date 8-23-21

By *Christy...*  
EASY HAMPTON BOARD OF EDUCATION

# CONNECTICUT PARTNERSHIP PLAN



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## ***A Great Opportunity for Very Valuable Healthcare Coverage***

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Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

*The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150\*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of-network. But, when you see in-network providers, you pay less. That's because they contract with Anthem Blue Cross and Blue Shield (Anthem)—the plan's administrator—to charge lower rates for their services. You have access to Anthem's State Bluecare POS network in Connecticut, and access to doctors and hospitals across the country through the BlueCard® program.*

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit [www.anthem.com/statect](http://www.anthem.com/statect) to find out if your doctor, hospital or other medical provider is in Anthem's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.



BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum) <i>Waived for HEP-compliant members</i>	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay <i>after</i> you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$0 copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays <sup>1</sup> ** High Cost Testing (MRI, CAT, etc.)	\$0 copay (your doctor will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)

<sup>1</sup> IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility. Outside your carrier's immediate service area: no co-pay.

<sup>1</sup> OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance. Outside of carrier's immediate service area: deductible plus 20% coinsurance.



BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
<b>**Infertility (based on medical necessity)</b>		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient Hospital Care	\$0	20% of allowable UCR* charges
<b>**Inpatient Hospital Stay</b>	\$0	20% of allowable UCR* charges
<b>Mental Healthcare/Substance Abuse Treatment</b>		
<b>**Inpatient</b>	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
<b>**Outpatient Surgery</b>	\$0	20% of allowable UCR* charges
<b>**Physical/Occupational Therapy</b>	\$0	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$0	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

\*Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

\*\* Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from Anthem. If you use out-of-network providers, you are responsible for obtaining prior authorization from Anthem.

# Be the picture of health

Check out these programs and services to be your healthy best

## Need a doctor? Choose a State of Connecticut preferred doctor and save

When you see a Primary Care Physician (PCP) or specialist in your State of Connecticut preferred network (also referred to as Tier 1 in your health plan), there's no office visit copay. These doctors cost less than doctors outside of your plan.

- Visit [anthem.com/statect](http://anthem.com/statect) and choose **Find a Doctor**.
- Call the Enhanced Member Service Unit at 1-800-922-2232, for more information or to find out if your doctor is in Tier 1.

## Use Site-of-Service providers to get 100% coverage for lab tests, X-rays, and high-cost imaging

Site-of-Service (SOS) providers give you 100% coverage with a \$0 copay. Your plan will cover only 80% of the cost when you get these services from other providers.

- Call the Enhanced Member Service Unit at 1-800-922-2232 to learn more.

## Find support for mental health issues

If you or a family member needs mental health or substance use care or treatment, we have specialists and designated programs that can help and/or direct you to the type of care that you need.

- Call an Anthem Behavioral Health Care Manager at 1-888-605-0580.
- Visit [anthem.com/statect](http://anthem.com/statect).

## See a doctor, psychologist or therapist from home or work with LiveHealth Online

With LiveHealth Online you can see a board-certified doctor on your smartphone, tablet or computer with a webcam. Doctors can assess your health, provide treatment options and send a prescription to the pharmacy of your choice, if needed.<sup>2</sup> If you're feeling stressed, worried or having a tough time, you can see a licensed psychologist or therapist through LiveHealth Online Psychology. It's private and in most cases you can see a therapist within 4 days or less.<sup>3</sup>

- Learn more and enroll at [livehealthonline.com](http://livehealthonline.com) or use the free mobile app.

## How to find care right away when it's not an emergency

The emergency room shouldn't be your first stop — unless it's a true emergency (then, call 911 or go to the ER). Depending on the situation, there are different types of providers you can see if your doctor isn't available.

- Visit a walk-in doctor's office, retail health clinic or urgent care center.
- Have a video visit with a doctor through LiveHealth Online.
- Call 24/7 NurseLine at 1-800-711-5947 to speak with a nurse about symptoms or get help finding the right care.

## Get access to care wherever you go

If you travel out of Connecticut, but are in the U.S., you have access to doctors and hospitals across the country with the BlueCard® program. If you travel out of the U.S., you have access to providers in nearly 200 countries with the Blue Cross and Blue Shield Global Core® program.

- Call 1-800-810-BLUE (2583) to learn more about both programs. If you're outside the U.S., call collect at 1-804-673-1177.<sup>3</sup>

## It's easy to manage your benefits online and on the go

- Find a doctor, check your claims and compare costs for care near you at [anthem.com/statect](http://anthem.com/statect).
- Use our free mobile app (search "Anthem Blue Cross and Blue Shield" at the App Store<sup>4</sup> or Google Play<sup>TM</sup>) for benefit information and to show your ID card, get directions to a doctor or urgent care center and much more

## Customer service helps you get answers and much more

The State of Connecticut Enhanced Member Service Unit can give you information on benefits, wellness programs and services and everything mentioned in this flier.

- Call them at 1-800-922-2232.
- Visit [anthem.com/statect](http://anthem.com/statect).

<sup>1</sup> Designated as Tier 1 in our Find a Doctor tool. Eligible specialties include allergy and immunology, cardiology, endocrinology, ear nose and throat (ENT), gastroenterology, OB/GYN, ophthalmology, orthopedic surgery, rheumatology and urology

<sup>2</sup> Prescription availability is defined by physician judgment and state regulations.

<sup>3</sup> Appointments subject to availability of therapist.

<sup>4</sup> Blue Cross Blue Shield Association website: Coverage Home and Away (accessed March 2019):

[bcbs.com/already-a-member/coverage-home-and-away.html](http://bcbs.com/already-a-member/coverage-home-and-away.html).

LiveHealth Online is the trade name of Health Management Corporation, a separate company, providing telehealth services on behalf

of Anthem Blue Cross and Blue Shield. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. Independent

licensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc. S9142CTMENABS Rev. 03/19





<b>PRESCRIPTION DRUGS</b>	<b>Maintenance* (31-to-90-day supply)</b>	<b>Non-Maintenance (up to 30-day supply)</b>	<b>HEP Chronic Conditions</b>
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200 Family		

+ Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

++ Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

***Preferred and Non-Preferred Brand-Name Drugs***

A drug’s tier placement is determined by Caremark’s Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

***If You Choose a Brand Name When a Generic Is Available***

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark’s Coverage Exception Request form and it is approved. (It is not enough for your doctor to note “dispense as written” on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

***Mandatory 90-day Supply for Maintenance Medications***

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State’s Maintenance Drug Network (see the list of participating pharmacies on the Comptroller’s website at [www.osc.ct.gov](http://www.osc.ct.gov)).

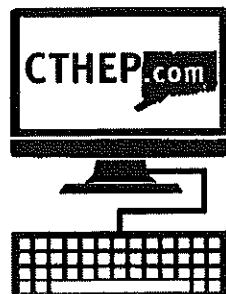


The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

**Health Enhancement Program Requirements**

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2021 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0 - 5	6 - 17	18 - 24	25 - 29	30 - 39	40 - 49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 5 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	N/A	1 screening between age 45-49	As recommended by physician
Cervical Cancer Screening	N/A	N/A	Pap smear every 3 years (21+)	Pap smear every 3 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 6 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years, Annual FIT/FOBT to age 75 or Cologuard screening every 3 years



*The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.*



### *Additional Requirements for Those With Certain Conditions*

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

### *If You Do Not Comply with the requirements of HEP*

**If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per month higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.**

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Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit [www.cthep.com](http://www.cthep.com) to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Access a library of health information and articles
- Set and track personal health goals
- Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

**Care Management Solutions**

**(877) 687-1448 Monday – Thursday, 8:00 a.m. – 6:00 p.m. Friday, 8:00 a.m. – 5:00 p.m.**





**CONNECTICUT  
PARTNERSHIP PLAN**



**YOUR BENEFIT RESOURCES**

*Office of the State Comptroller, Healthcare Policy & Benefit Services Division*

**|** [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)

**|** 860-702-3560

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***Anthem Blue Cross and Blue Shield***

**|** [www.anthem.com/statect](http://www.anthem.com/statect)

**|** Enhanced Dedicated Member Services: **1-800-922-2232**

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***Caremark (Prescription drug benefits)***

**|** [www.caremark.com](http://www.caremark.com)

**|** 1-800-318-2572

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***CIGNA (Dental and Vision Rider benefits)***

**|** [www.cigna.com/stateofct](http://www.cigna.com/stateofct)

**|** 1-800-244-6224

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***Health Enhancement Program (HEP) Care Management Solutions  
(an affiliate of ConnectiCare)***

**|** [www.cthep.com](http://www.cthep.com)

**|** 1-877-687-1448

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For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

EAST HAMPTON BOARD OF EDUCATION

and

MUNICIPAL EMPLOYEES UNION "INDEPENDENT"

LOCAL 506, SEIU, AFL-CIO

CUSTODIANS

&

CAFETERIA EMPLOYEES

**July 1, 2017 - June 30, 2020**

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## PREAMBLE

The Agreement is entered into by and between the Board of Education of the Town of East Hampton, hereinafter referred to as the "Board", and the Municipal Employees Union Independent, hereinafter referred to as the "Union."

## ARTICLE I

### Designee of Superintendent of Schools

For purposes of this Agreement, the Superintendent's designee is defined as the Director of Facilities for custodial operations and Director of Food Services for cafeteria operations. All custodians report directly to the Head Custodian who communicates with the building principal and the Director of Facilities. All cafeteria workers report directly to the Director of Food Services on cafeteria matters and to the building principal or assistant principal on student matters.

## ARTICLE II

### Recognition

1. The Board recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining on matters of wages, hours of employment and other conditions of employment for all custodians employed by the Board, who work twenty (20) or more hours per week, excluding high school student employees. The Union shall furnish the Board with a list of its officers, executive committee members and stewards, and, as soon as possible, notify the Board in writing of any changes therein. Such notification shall be sent to the Superintendent. No officer, executive committee member or steward shall be recognized by the Board until such written notification of his/her appointment shall be received by the Board from a duly authorized officer of the Union.

The classification of custodial employees under this Agreement is as follows:

Head Custodians	(twelve months)
Custodians	(twelve months)
Custodians	(ten months)
Groundskeeper	(twelve months)

Some provisions of this contract differentiate between ten month custodians and twelve month custodians.

2. The Board recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining on matters of wages, hours of employment and other conditions of employment for all full and part-time cafeteria employees with the East Hampton Board of Education working fifteen or more hours per week excluding the Cafeteria Director, substitute cafeteria employees and students in the Home Economic food service program and any other employees excluded by the Municipal Employees Relations Act.

The classification of cafeteria employees under this Agreement is as follows:

Manager	(ten months)
Cooks/Assistant Managers/Head Cashier	(ten months)
Cashier	(ten months)

3. Temporary custodians who work less than forty (40) consecutive work days a calendar year, who are hired to replace custodians on authorized leaves of absence, are excluded from this Agreement.
4. The Board agrees to inform the Union about the creation of new jobs that might be appropriately classed in the bargaining unit. Following a discussion, if a disagreement exists, the State Labor Board will be consulted.

### ARTICLE III Union Security

1. During the terms of this contract or extension thereof, all bargaining unit members shall, from the effective date of the contract or within thirty (30) days from the date of their employment by the Board, as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fee shall not exceed the minimum applicable dues payable to the Union.
2. The Board agrees to deduct from the pay of bargaining unit members such membership dues, initiation fees, service fees or reinstatement of service fees as may be fixed by the Union. Such deductions shall continue for the duration of the Agreement or any extension thereof. An employee may withdraw from membership in the Union by giving written notice to the Union and the Board which notice must be received or postmarked within the period June 1 to June 15, inclusive, in any calendar year in which the Agreement is in effect. Such employee will pay a service fee not to exceed the amount of Union dues.
3. 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 fees or dues. In addition the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make dues deduction(s). Section One service fees shall be automatically deducted by the Board.
4. The deduction of Union fees and dues or service fees for any month shall be made during the applicable month and shall be remitted to the financial office of the Union not later than the third Thursday of the following month. The monthly dues and/or service fee remittances to the Union will be accompanied by the list of employees from whose wages dues deductions have been made.
5. No dues or fees will be deducted when an employee is no longer receiving a paycheck.
6. The Union agrees to indemnify and to hold and save the Board harmless against any and all claims, damages, suits, judgments or other forms of liability, including attorney fees, that shall or may arise out of or by reason of any action taken by the Board for the purpose of

complying with the provisions of this Article.

7. The Board shall provide each employee with a copy of the contract via e-mail within thirty (30) days after the signing of the Agreement.
8. New employees shall be provided with an electronic copy of this Agreement upon hire.
9. The Board shall provide the Municipal Employees Union Independent office with one (1) signed contracts after the signing of this Agreement.
10. Union representatives and stewards shall be permitted to enter any of the schools with approval of the building principal for the purpose of discussing, processing, or investigating grievances or fulfilling the Union's role as bargaining agent, so long as school operations, including the flow of work within the building are not disrupted.
11. Any steward shall be released from his/her assignment to fulfill the duties above, upon permission from his/her supervisor. When contacting an employee, the steward shall first report to, and obtain permission to see the employee, from the employee's supervisor.
12. 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 informational use only and not for derogatory purposes.

#### **ARTICLE IV Non-Discrimination**

All provisions of this Agreement shall apply equally to all employees without unlawful discrimination on the basis of race, color, creed or religion, sex, national origin, age, physical or mental disability, political or labor affiliation. This provision is not subject to the grievance procedure.

#### **ARTICLE V Seniority**

1. There shall be two types of Seniority: Overall, and Seniority within classification: Caf  Seniority and Custodial Seniority. Overall Seniority shall be defined as status for specific purposes based on an employee's uninterrupted service with the Board from date of last hire including all authorized paid leave providing the employee returns to work immediately at the conclusion of such leave. Caf  Seniority shall be defined as status for specific purposes based on an employee's uninterrupted service with the Board from date of last hire as a cafeteria employee including all authorized paid leave providing the employee returns to work immediately at the conclusion of such leave. Custodial Seniority shall be defined as status for specific purposes based on an employee's uninterrupted service with the Board from date of last hire as a custodial employee including all authorized paid leave providing the employee returns to work immediately at the conclusion of such leave.
2. Seniority will not be broken by any authorized unpaid leave, but seniority will not accrue during an unpaid leave. Seniority will continue to accrue while an employee is receiving workers' compensation benefits. Seniority will accrue during a period of layoff provided the

employee returns to work within two (2) years.

3. No employee shall attain seniority or other rights under this Agreement until he/she has been continuously on the payroll of the Board for a period of ninety (90) work days of which forty-five (45) work days must be served while the schools are in session. Until expiration of such 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 failure. An employee, after completing the probationary period stated above, shall acquire seniority commencing on the date of his/her employment.
4. Union stewards who have permanent status in the system and have served as stewards for at least four (4) months shall be deemed to have the highest seniority for purposes of layoff.
5. The Board shall prepare a list of all employees covered by this Agreement showing their seniority in length of service with the Board and deliver the same to the Union office on October 1 of each year. New employees shall be added to this list in accordance with Section Three.
6. For employees covered by this Agreement, all bargaining unit work time within the school system shall be prorated and added to an employee's overall seniority provided the work time has been continuous.

#### ARTICLE VI Vacancy

1. A 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 that the Board intends to fill on a permanent basis.
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 vacancies covered by this Agreement shall be electronically posted on the District's web-site for at least five (5) working days and the Union will be notified of the vacancy by e-mail prior to the vacancy being filled.
4. Employees desiring to apply for a vacancy shall file an application online or as directed by the notice and within the posting time limit.
5. In filling vacancies, consideration shall be given first to the present staff on the basis of seniority within that classification in which the vacancy exists, followed by overall seniority for employees in the other job classification.
  - a. If an employee is hired from outside the bargaining unit, the Board will notify the Union at the time of the appointment of the new employee.
6. In the event that a vacancy is to be filled, such vacancy shall be filled, if possible, within



sixty (60) calendar days.

7. When an employee is temporarily retained in a vacancy or new position for a period of sixty (60) calendar days, he/she shall be considered qualified and allocated to said position if the position continues to exist; otherwise, he/she shall be returned to his/her former position.
8. Employees temporarily retained in a vacancy or new position of a different class or grade which has a higher maximum rate of pay, shall temporarily be paid at the lowest step in the higher class or grade which also produces an increase of at least one pay increment, provided, however, the employee has worked in such position at least five (5) consecutive days.
9. If an employee is performing work outside of the bargaining group, he/she shall be paid for all hours of work, once he/she exceeds two (2) hours a day, at the applicable hourly rate of the position for which work is being performed. The number of hours paid under this clause will be documented on time cards and approved by the applicable supervisors.
10. An employee, who is assigned to perform temporary service for a full day or more in a higher classification, shall at the commencement of this assignment be paid at the higher wage within the same step that he/she is presently in.

#### **ARTICLE VII Probationary Period**

1. All newly hired employees shall serve a 90 days-worked probationary period. During such probationary period, newly hired employees may be discharged without recourse to the grievance procedure.
2. Seniority shall accrue from the date of hire if the probationary period is successfully completed.

#### **ARTICLE VIII Layoff and Recall**

1. Whenever a work force reduction in a classification is required, the reduction shall be made in the following manner: bargaining unit employees shall be the last group laid off and in inverse order of seniority within classification, i.e. café seniority or custodial seniority, providing all qualifications as called for in the job description are substantially equal except as noted in Section Two.
2. In the event of a layoff, a head custodian may transfer to another school where the incumbent head custodian has less Custodial seniority along with less days of service as a head custodian, or choose to accept a demotion to the position of the custodian having the least seniority. Upon a new opening occurring for head custodian, the former head custodian will be promoted back to head custodian.
3. Subject to the layoff rules set forth in Section Two of this Article, when a layoff occurs, the employee having the least seniority in the job classification to which the layoff applies (Café seniority or Custodial seniority) may replace an employee in a lower job classification

provided the replacing employee:

- a. has more overall seniority than the employee, he/she replaces, and
  - b. has more seniority within classification for that position than the employee, he/she replaces.
  - c. is capable of performing his/her duties in the judgment of the Superintendent.
4. A laid off individual's name shall be placed on a custodial recall list or a cafeteria recall list in the order of seniority within classification (from highest to lowest) and shall have the right to be recalled to the classification which he/she was laid off from if a position should become vacant within two (2) years. Seniority will accrue during a period of layoff provided the employee returns to work within two (2) years. Employees shall be rehired based upon seniority, provided the employee can, in the judgment of the Superintendent of Schools, satisfactorily perform the work available. No person shall be newly employed in a classification that includes an individual on the recall list until all persons on the recall list in that classification have been notified by certified mail sent to the individual's last known address and such individual either is offered employment or declines such re-employment offer.

It shall be the laid off individual's responsibility to notify the Superintendent of Schools of his/her current address. An individual who declines an offer of re-employment shall forfeit recall rights. Failure to respond in writing to a notice of an opening within fifteen (15) calendar days after the mailing thereof shall be deemed to be a refusal to accept re-employment. Returning individuals must return to work within thirty (30) calendar days from the date of the mailing of the notification. The failure to return to work within this thirty (30) day period shall be deemed a refusal to accept employment.

5. Transfer of personnel between buildings and/or work shifts may be initiated by the Superintendent of Schools. Such transfer shall be subject to review by the Board of Education with the affected employee and the Union. In making personnel transfers, the needs and interests of affected parties will be given consideration and the Union will be consulted, but the overall welfare of the school system will be considered paramount. The Superintendent shall issue a decision in writing to the affected employee and the Union regarding the transfer.
- a. In the event a custodial employee is involuntarily transferred from the first shift to the second shift or from the second shift to the first shift, the transfer shall not be arbitrary and capricious but shall be for good reason.
6. An employee transferred involuntarily by the Board to a position with a lower rate of pay shall continue to be paid at the higher rate of pay for 2 months or until the end of the fiscal year, whichever is longer. This provision shall not apply to employees who are transferred involuntarily as a disciplinary consequence.

**ARTICLE IX**  
**Hours of Work and Overtime**

1. The regularly scheduled workday for the custodial day shift shall be eight (8) hours a day, Monday through Friday, inclusive, including lunch. Starting and finishing hours shall be determined by the particular needs of each individual school as determined by the Superintendent of Schools.
2. The regularly scheduled work hours for the custodial second shift shall be from 3:00 to 11:00 p.m. The work week shall be Monday through Friday, inclusive. During vacation and summer recess the regularly scheduled work hours for all employees shall be 7:00 a.m. to 3:00 p.m. Monday through Friday.
3. All schedules (full and part time) include a paid one-half hour (30 minutes) lunch period. Two (2) paid ten (10) minute periods for 12-month employees and one (1) ten (10) minute break for 10-month custodian employees for break time. Cafeteria Employees shall receive one paid break per shift. Break time shall be designated by the building principal. Breaks may vary in the case of an emergency.
4. When a paid holiday or vacation day falls during the work week, it shall be included as hours worked in determining overtime.
5. Time and one-half shall be paid for:
  - a. all work performed in excess of forty (40) hours in any one work week.
  - b. all work performed in excess of eight (8) hours in any one day.
  - c. all work performed on Saturday.Double time shall be paid for all work performed on Sunday.
6. There shall be no duplicate payment of overtime under this Article for any hours worked.
7. All custodial overtime work shall be distributed in each school equally among those who have volunteered for such work. When there are no volunteers, the Superintendent or his designee may assign the work to a staff member in the school in inverse order of seniority. An overtime list shall be posted and updated in the custodial office of each school. Only overtime work performed within an employee's school shall be posted on this list. Custodial Employees on the list but who are not available for work on a certain day will be marked as if working.

A system-wide list of custodians who desire overtime in other schools shall be kept in the Superintendent's office. Such custodians will be asked to perform bargaining unit work whenever the need arises. Overtime work shall be distributed equally among those who have volunteered. An employee who is on the list and refuses the overtime work when called shall be charged as if he/she worked. In the event a school building cannot be covered for an overtime assignment by its regular staff, the Director of Facilities may assign some other responsible member of the staff to perform this task by inverse seniority within

the school system.

8. Employees shall be notified of pending schedule changes four (4) weeks in advance when possible. When the employer wishes to make a schedule change, the Board shall also notify the Union of the proposed change and the reason therefore.
9. In the event an employee is called into 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 work.
10. In the event school is closed early, the building principal may require one or more custodians to report to work earlier than their normally scheduled starting time and to work an eight (8) hour shift. A reasonable effort will be made to give custodians advance notification.
11. Employees' shifts will not be changed by management to avert overtime.
12. Custodial Employees, regardless of shift, are expected to remain at their assigned buildings to handle emergencies if and when they arise. During the paid lunch period and only with the prior approval of the building administrator, the Board of Education would be willing to accommodate one staff member leaving for personal reasons if there is a second custodian on duty.
13. A custodial employee who is told to standby awaiting a call for other reasons for which he must open the school will be paid for all hours so waiting.
14. Employees will be paid a minimum of two (2) hours work for any work performed for outside organizations.
15. In the event of an early closing day that is counted as a legal school day, café workers who report to work shall be paid a full day's pay.
16. Custodians shall receive time-and-one half for all hours spent on deliveries.

#### ARTICLE X Holidays

- I. a. The following paid holidays shall be observed for twelve (12) month employees, providing the employees work the day before and the day after the holiday. Vacation days, authorized funeral time, sick days with medical documentation and other circumstances approved by the Superintendent shall be deemed to have met this clause.

New Year's Day  
Presidents' Day  
Good Friday  
Memorial Day  
Independence Day  
Martin Luther King Day

Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day

New Year's Eve Day  
Christmas Day

Floating Holiday  
Day after Christmas if Christmas falls  
on Thursday

- b. The following paid holidays shall be observed for ten (10) month employees, providing the employees work the day before and the day after the holiday. Vacation days, authorized funeral time, sick days with medical documentation and other circumstances approved by the Superintendent shall be deemed to have met this clause.

Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Labor Day  
New Year's Eve Day

Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day  
New Year's Day

- c. If school is scheduled to be in session on any designated holidays, employees will receive a floating holiday in lieu of the holiday, the scheduling of which is subject to approval of the employee's supervisor.
2. When Christmas Eve Day falls on a Monday, Tuesday, Wednesday, Thursday, or Friday, it shall be considered a full day holiday for both ten (10) and twelve (12) month custodians.
  3. The school calendar shall be used to determine the days on which the holidays in Section One fall.
  4. An employee who is required to work on the day of observance of any of the aforesaid holidays shall be compensated at the rate of two times his/her regular hourly rate of all hours worked on said day in addition to his/her holiday pay.
  5. Whenever any of these holidays shall occur while an employee is out on sick leave, the employee shall be paid for the holiday at his/her earned rate and his/her sick leave shall not be charged for that holiday.
  6. When a holiday occurs during regular vacation, said holiday shall not be charged against the employee's earned vacation time.
  7. Any custodian required to work on a day designated by the Governor of the State of Connecticut or the President of the United States as a state or national day of mourning shall be paid time and one-half for hours worked in addition to eight (8) hours pay for the day-of-mourning.
  8. Scheduling of the floating holiday will be made by mutual agreement of the employee and supervisor considering the needs of the schools and should be taken within the same fiscal year.

**ARTICLE XI**  
**Vacation**

1. All twelve (12) month employees, covered under the terms of the Agreement, shall annually be entitled to vacations as follows:
  - a. New Hires: newly hired employees shall accumulate vacation at the rate of one-half working day per full month of employment service up to July 1. For both new hires and bargaining unit members, employment service from the date of hire to July 1 shall be considered one year of completed service for purposes of the vacation schedule that follows.
  - b. One (1) year of completed employment service but less than five (5) years: ten (10) working days
  - c. Five (5) years of completed employment service but less than ten (10) years: fifteen (15) working days
  - d. Ten (10) years of completed employment service or more: twenty (20) working days plus one (1) additional working day annually until twenty-five (25) working days are reached
  - e. For accumulation of vacation time, years of service for East Hampton Public Schools will be used to determine time granted. Employees who have worked a ten-month schedule and subsequently take a twelve-month position in another bargaining unit or the same bargaining unit within the East Hampton School System shall have their ten-month work prorated to determine the amount of vacation coverage they receive as a twelve-month employee.
3. The vacation schedule will be set by mutual agreement between the building principal, Director of Facilities and the employee except that seniority will govern in case of conflicts between employees' selections and the work schedule requirements. Unused vacation days from the previous fiscal year that have not been used will be noted.
4. Pro rata earned vacation pay to the end of the preceding month shall be granted to an employee for the coming fiscal year in the event he/she terminates his/her services with the Board, providing the employee gives the building principal at least two (2) weeks advance written notice of his/her desire to terminate. The building principal will inform the Director of Facilities immediately upon receipt of such notification. In the event of an emergency termination, this period can be shortened to meet the specific situation through mutual agreement.
5. In the event of an employee's death, his pro rata earned accumulated vacation shall be paid to his estate.
6. Only fifteen (15) unused vacation days can be carried over to the next fiscal year.
7. Vacation time can be taken any time during the year in accordance with this Article.

**ARTICLE XII**  
**Leave Provisions**

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

Ten-month custodians shall receive sick leave with full pay of twelve and one-half (12-1/2) working days per annum. Ten-month cafeteria workers regularly scheduled to work twenty (20) or more hours per week shall receive sick leave with full pay as per state statute with a minimum of six (6) working days per annum. Ten-month cafeteria workers regularly scheduled to work less than twenty (20) hours per week shall receive sick leave with full pay as per state statute of two (2) working days per annum. Ten-month employees can accumulate up to one hundred twenty (120) full days of unused sick leave. The accumulation of the one hundred twenty (120) days shall not include those sick days earned during the current contract year.

Paid sick leave will become available with the successful completion of the probationary period.

Each employee shall be notified of his/her accumulated sick leave in July of each fiscal year. Sick leave may be used in the following cases:

- a. Personal illness or injury.
  - b. Enforced quarantine of the employee in accordance with community health regulations.
  - c. To meet dental or medical appointments of two (2) hours or less away from the job if the appointment cannot be scheduled outside the work day.
  - d. Other acceptable reasons as provided by state statute.
2. A doctor's certificate showing date of illness or incapacity may be required after two (2) consecutive working days of absence.
  3. If an employee is out of work for more than five (5) consecutive working days, the Board may require a physical examination by a doctor of its selection at the Board's expense to verify illness or incapacity.
  4. If abuse of sick leave by an employee was indicated, the Board may require a physical examination by a doctor of its selection at the Board's expense verifying evidence of good health.
  5. Other Personal Absence
    - a. A total of five (5) personal days will be granted for twelve (12) month employees, a total of three (3) personal days for ten (10) month custodial employees, a total of two

(2) personal days for ten (10) month cafeteria employees regularly scheduled to work twenty (20) or more hours per week, and a total of one (1) personal day for cafeteria employees working under twenty (20) hours per week, with the following guidelines:

- (1) The days may not be taken in a continuous manner, except for funeral leave.
- (2) The days may not be taken just prior to or the day after a paid school holiday as to extend a vacation period.
- (3) Advance notification of the personal leave day will be given to the immediate supervisor as soon as possible. In the case of an emergency request the time shall be granted immediately.
- (4) Personal days shall be granted for business which cannot be transacted outside of school hours and is necessary to be performed on a workday such as the following:

- Illness in the immediate family
- Bereavement - immediate family, relatives or close friends
- Funeral attendance
- Legal obligations
- Marriage - self
- Wedding attendance
- Graduation exercises
- Observance of religious holiday
- Birth or adoption of child
- Emergency situations
- Financial business
- Family responsibility

The immediate family shall be defined to include parents, grandparents, spouse, child, siblings, spouse's parents, legal guardians, and any other relatives living in the employee's household.

- (5) Paid personal leave will become available with the successful completion of the probationary period.
  - b. Other days with or without salary deduction in cases of emergency or hardship may be granted at the discretion of the Superintendent of Schools.
6. Upon the voluntary termination of employment, 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.
7. Workers' Compensation, as distinguished from sick leave, shall mean leave given to an



employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties.

The Board of Education covers all employees with Workers' Compensation insurance, which pays an eligible employee a percentage of his/her earnings during the period of absence.

The difference between his/her Workers' Compensation and his/her current straight-time wages shall be provided by the Board of Education for a total period not to exceed ninety (90) days. Said amount shall be payable at the time benefits are paid by the compensation carrier and in accordance with the procedures, rules and regulations of the Board and the carrier.

In exceptional cases the Board may grant additional injury leave beyond the ninety (90) days upon request of the employee and analysis of the individual case.

An employee may request the use of his/her sick leave or vacation pay, while awaiting Workers' Compensation payments. When the compensation check is paid, it will be sent to the Superintendent or his or her designee who will audit the hours and make the necessary adjustment.

8. Military Leave. Military leave shall be granted in accordance with Connecticut State Statute and the Federal Uniformed Services Employment and Re-employment rights Act of 1994 (USERRA). The time spent at such military leave will continue to count as uninterrupted service, and the Board shall continue paying benefits to the employee on military leave, including retirement.

Reserve training not to exceed three (3) weeks per year, as defined in Connecticut state statutes, shall not result in loss of pay. The Board of Education will make up the difference between pay received from the military and the employees regular pay.

9. Jury Duty. Employees shall be entitled to full pay at their base rate for absence because of jury duty during their regularly scheduled work shift, less the fee paid with respect to such jury duty. In order to be eligible for full pay, an employee who is dismissed from jury duty before 12 noon shall return to work. Employees are encouraged to exercise their option to initially postpone jury duty to summer non-school months.
10. An employee who is disabled and unable to work may use accumulated sick leave to cover the period of disability. The Superintendent may require at regular intervals, written certification from the employee's physician of continued disability. Any disability lasting more than eight (8) weeks may be subject to further medical review and evaluation.
11. Seniority will continue to accrue while an employee is receiving paid leave and will not be broken if an employee returns to his/her job within eight (8) weeks from authorized unpaid leave. Seniority will be interrupted during further periods of authorized unpaid leave and will resume on return if within an authorized leave period.

12. Insurance coverage will continue at the Board's expense during paid leave, unpaid leave of less than thirty (30) consecutive calendar days and Workers' Compensation leave. Under unusual circumstances or cases of extreme hardship, the Board of Education will consider request for continuation of insurance benefits at its expense.
13. Upon exhaustion of sick leave, an employee may request an unpaid leave of absence with position held with the approval of the Board. An employee may also request a leave of absence for other reasons with position held subject to the Board's approval. The Board may also grant an unpaid leave with position not held.
14. Bargaining unit employees may elect to donate sick leave to fellow employees who, because of a serious illness, have exhausted their accrued leave balances. The donation of sick leave shall be made by the written consent of the donating employee to the Superintendent of Schools. The Superintendent of Schools will then make a recommendation to the Board of Education relative to the use of such donated leave. The Board of Education will make the final decision on the use of the donated time. Such leave shall be returned to the donating employee should it not be used.
15. Pregnancy Disability Leave. Employees shall be granted pregnancy disability leave in accordance with the law. An employee will continue to accrue earned time while she is on a paid disability leave. If the employee is unable to report back to her job at the end of a pregnancy disability leave, she may request a leave of absence for up to six (6) months with the job held or a comparable position.
16. Any approved leave taken under this Article shall count as time worked when calculating overtime.

### ARTICLE XIII

#### Wages

1. Newly hired employees may be placed on a step commensurate with experience as determined by the Superintendent. The substitute rate of pay for Custodians shall be \$.25 less than the first step in the pay scale.
2. An employee who has completed the probationary period and who continues in the same classification shall advance one step in the hourly wage scale on July 1 of each year.
3. Whenever an employee requests and 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 (1) pay increment.
4. Whenever an employee requests and 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.  
  
See Appendix A for Step Schedule.
6. Employees who regularly are required to work anytime after 3:00 p.m. until 6:00 a.m. shall

receive, in addition to the regular hourly rate of compensation, a shift differential bonus of one dollar (\$1.00) for each hour actually worked after 3:00 p.m. and for all periods when his/her shift is changed, i.e., recess, vacations, etc.

7. Night shift custodians who are required to supervise the work of other employees will be paid a differential of one dollar (\$1.00) per hour during the hours the custodian and the other employee work simultaneously.
8. A custodian who is assigned to perform temporary service as a head custodian shall at the commencement of the assignment, be paid at head custodian's wages within the same step that he is presently in.

Such assignments must be made when a head custodian is absent due to illness, leave of absence, vacation or any other reason. The designated authority making a temporary assignment to head custodian shall issue the employee the assignment and the employee shall be compensated within the next pay period if possible.

9. In the event that outside profit-making activities (Monday through Friday) prevent custodians from completing their normally assigned duties, a maximum of two (2) employees shall be scheduled for overtime. Such overtime will be documented on a separate time card which will be forwarded to the responsible group for payment. Assignment of this type of overtime will be on a rotational basis.
10. An employee who is called in early and who usually works a shift that entitled him/her to differential, will receive the same amount of differential as if he/she had worked his/her regular shift. An employee's work shift shall not be changed for the purpose of avoiding overtime.
11. Custodians who are assigned to a function for an outside group will not be expected to perform routine custodial work. He or she shall be responsible for the security of the building and for the cleaning, setting up or taking down of the areas used by the public.

#### ARTICLE XIV Insurance and Pension

1. Eligible employees who are regularly scheduled to work twenty (20) or more hours per week may participate in the following health and dental insurance plans provided by the Board of Education and shall pay the premium cost share percent by automatic payroll deduction as indicated:
  - a. HDHP-HSA Plan- High Deductible Health Plan with Health Savings Account with deductibles of \$2,000 for single coverage and \$4,000 for two-person/family coverage and 0% coinsurance thereafter for in-network and 20% coinsurance thereafter for out-of-network to a maximum of \$3,000 for individual and \$6,000 for two-person/family coverage in-network and \$6,000/\$12,000 out-of-network and prescription co-pays after the deductible is met. The Board shall fund one third of an employee's annual deductible.

Effective July 1, 2017, eligible employees shall pay 12% of the health insurance

premium;

Effective July 1, 2018, eligible employees shall pay 13% of the health insurance premium;

Effective July 1, 2019, eligible employees shall pay 14% of the health insurance premium.

- b. Blue Cross Flexible Dental Plan. Eligible employees shall pay 12% of the dental insurance premium cost (or allocation rate if self-insured).
  - c. The Board may offer any additional health insurance plans with Board determined plan design and premium cost shares. If the Board's additional plan offering is due to the obligations of the Affordable Care Act the Board agrees to negotiate the impact of such additional plan(s) prior to implementation.
2. Employees shall receive Life Insurance with accidental death and dismemberment benefits totaling to the nearest \$500 of each employee's wage, at the Board expense. Upon retirement, an employee may elect to participate in a life insurance program if permitted to do so by the existing life insurance agency. Retirees will assume the full cost of such coverage.
3. Notwithstanding the foregoing, for budgetary purposes, the Board has discretion to change insurance carriers, managed care providers or health care administrators at any time, provided there is no decrease in the level of existing benefits (the HDHP-HSA Plan set forth above shall be used as the basis of comparison). The Board will make efforts to 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 may occur because of the change to new insurance carriers.
4. Each year each custodian and cafeteria worker working over 30 hours per week who was hired on or before June 30, 2017, may elect not to participate in the insurance benefits set forth in Sections 1.a and 1.b and, instead, shall receive \$900 for single coverage, \$1,600 for employee-plus-one coverage, and \$2500 for family coverage. The election must be made in writing during the month of May, or, if hired after May, within the first month of employment. Payment for an employee waiving insurance coverage shall be in July of each year in a one (1) lump sum payment for the previous year. Once an election has been exercised it cannot be changed until the following year. If a life changing event as defined by COBRA does occur and the employee elects to participate in the insurance benefits starting the 1<sup>st</sup> of the next month from the date the employer is notified, then the employee needs to repay the waiver in full before the date that coverage is to start.
5. Pension. The Board of Education will continue to make contributions to the existing pension plan as required by the Master Plan of the Town of East Hampton for eligible employees hired on or before June 30, 2018. The Union will be invited to participate in any discussions concerning changes in the pension plan, and informational sessions will be held with the affected employees for changes which arise. Employee deductions will be made according to the Master Pension Plan.

Employees hired on or after July 1, 2018 may be eligible to participate in the Town of East Hampton's Money Purchase Plan & Trust retirement plan (the "Plan"), which became effective January 1, 2013 and which may be amended from time to time. Employees hired on or after July 1, 2018 shall receive Plan information upon hire. Such employees hired on or after July 1, 2018 shall not be eligible for participation in any other pension or retirement plan. This provision of the Agreement is included for informational purposes only and this benefit is not subject to the grievance procedure.

6. Subject to law, including the rules and regulations of the Internal Revenue Services, the Board shall maintain a "Section 125" salary reduction agreement which shall be designed to permit exclusion from taxable income of the employee's share of health insurance premiums.
7. Notwithstanding the insurance plan offerings set forth above in Section 1 of this Article, effective July 1, 2017 the only medical, Rx and dental insurance plan offered by the Board shall be the Connecticut State Partnership Plan 2.0 ("SP2.0"). The administration of the SP2.0, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SP2.0.
8. Notwithstanding the medical and Rx premium cost share percentages set forth in Section 1 of this Article the premium cost share percentages for medical and Rx benefits and associated administrative fees under the SP2.0 shall be as follows:
  - Effective July 1, 2017, eligible custodial employees shall pay 17.5% of the premium cost share for medical and Rx coverage.
  - Effective July 1, 2018, eligible custodial employees shall pay 17.5% of the premium cost share for medical and Rx coverage.
  - Effective July 1, 2019, eligible custodial employees shall pay 18.5% of the premium cost share for medical and Rx coverage.

**Managers:**

- Effective July 1, 2017, eligible cafeteria managers shall pay 17.5% of the premium cost share for medical and Rx coverage.
- Effective July 1, 2018, eligible cafeteria managers shall pay 17.5% of the premium cost share for medical and Rx coverage.
- Effective July 1, 2019, eligible cafeteria managers shall pay 18.5% of the premium cost share for medical and Rx coverage.

**Cooks/Assistant Managers/Head Cashier:**

- Effective July 1, 2017, eligible cooks, assistant managers and head cashiers shall pay 18.5% of the premium cost share for medical and Rx coverage.
- Effective July 1, 2018, eligible cooks, assistant managers and head cashiers shall pay 18.5% of the premium cost share for medical and Rx coverage.
- Effective July 1, 2019, eligible cooks, assistant managers and head cashiers shall pay 19.5% of the premium cost share for medical and Rx coverage.

**Cashiers:**

- Effective July 1, 2017, eligible cashiers shall pay 20.5% of the premium cost share for medical and Rx coverage.
  - Effective July 1, 2018, eligible cashiers shall pay 20.5% of the premium cost share for medical and Rx coverage.
  - Effective July 1, 2019, eligible cashiers shall pay 21.5% of the premium cost share for medical and Rx coverage.
9. Effective July 1, 2017, eligible employees shall pay 12% of the premium cost share for dental coverage and associated administrative fees under the SP2.0
  10. Premium rates for single, employee + one and family coverage will be established by the State of Connecticut for the relevant periods, and shall be inclusive of medical, Rx, dental and all administrative fees.
  11. SP2.0 design and co-payments shall be as specified in the attached medical, Rx and dental benefit summary documents, attached hereto as Appendix B.
  12. The SP2.0 Cigna Vision Rider (lenses and frames) will be offered. However, medical based vision issues and checkups are provided through SP2.0.
  13. The Board shall retain its rights under Section 3 of this Article to change insurance carriers (including a change in third-party administrators) in whole or in part, provided there is no decrease in the level of existing benefits as compared with the HDHP/HSA plan offering as set forth above in Section 1 of this Article. Such HDHP/HSA plan shall be the baseline for determining whether there is a decrease in the level of existing benefits. The Board will not be required to use SP2.0 as such baseline.
  14. In the event SP2.0 is amended by the State, such amendments shall be in full force and effect for the term of the collective bargaining agreement, without the necessity of any action by either the Board or the Union, but shall not limit or curtail the Board's rights to leave SP2.0 for an equal or better plan as set forth above in Section 3 of this Article.
  15. The SP2.0 contains a Health Enhancement Plan ("HEP") component. All employees participating in the SP2.0 will be required to join the HEP and will be subject to its terms and provisions. Details of the HEP are addressed in the HEP program description as set forth in Appendix B.
  16. Participation in the SP2.0 and the HEP are conditioned upon the employee completing and submitting necessary enrollment forms (written or electronic as determined by the administrator) during the specified enrollment period, and also signing an authorization for the deductions of premium cost shares through payroll deductions.
  17. In the event SP2.0 Plan administrators impose HEP non-participation or non-compliance premium cost share increases or deductibles (including individual and family deductibles), those sums shall be paid in their entirety by the non-participating or non-compliant employee. No portion or percentage of such premium cost increase or deductible shall be paid by the Board. Non-HEP compliant premium cost increases shall be implemented through payroll deduction, and non-HEP compliant annual deductibles shall be implemented

through claims administration. Notwithstanding the above, any amendments to the terms of the HEP shall be applicable to employees participating in the SP2.0.

18. If the total cost of the SP2.0 plan offered pursuant to this agreement triggers an excise tax under the Patient Protection and Affordable Care Act (Internal Revenue Code Section 49801), or any local, state or federal statute or regulation, or the Board reasonably anticipates that such a tax will apply for a future coverage period, the Board shall have discretion to reopen negotiations with respect to health insurance plan design and funding, premium cost share and/or introduction of an additional optional or alternative health insurance plan.

#### **ARTICLE XV Disciplinary Action**

1. "Disciplinary action" as used in this article shall be defined as limited to verbal warning, written warning, suspension or discharge. All disciplinary action shall be for just cause.
2. All disciplinary actions shall be consistent with the infraction for which discipline is being applied.
3. Progressive disciplinary procedures will be followed. Such discipline will include verbal warning, written warning, suspension or dismissal. Notwithstanding the foregoing, the progressive discipline procedure may be by-passed when the employee engages in serious misconduct.
4. Written reasons for all suspensions and discharges must be given to the employee and the Union at the time of the suspension or discharge, except in cases of emergency suspension or discharge in which case written reasons will be supplied as soon as possible.
5. 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 that he/she needs a representative, the meeting will come to a close until the Union representative can be present.
6. Whenever it becomes necessary to discipline an employee and apprise the employee of his/her shortcomings, the supervisor vested with that responsibility shall undertake such talks in a manner that will not cause embarrassment to the employee. All disciplinary actions may be appealed through the established grievance procedure.

#### **ARTICLE XVI Rights of the Board**

1. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of East Hampton in all its aspects, including, but not limited to, the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of East Hampton; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the type of work to be performed, to assign all work to employees or other persons, to determine shift schedules and hours of

work; to decide the methods, procedures, and means of conducting the work; to select, hire and demote employees, including the right 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 of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for just cause; to promote, transfer and lay off employees; to prepare and submit budgets to the Town and to allocate monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable.

These rights, responsibilities and prerogatives are not subject to delegation in whole or part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this Agreement.

#### **ARTICLE XVII Prior Rights and Benefits**

1. Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that the employees or the Board of Education have enjoyed heretofore, unless it is specifically superseded by a provision of this Agreement. This provision shall not be subject to the grievance procedure.
2. Each employee covered herein shall be expected to render a full and fair day's work in an atmosphere of mutual respect and dignity free from significant abuse or arbitrary conduct.

#### **ARTICLE XVIII Grievance Procedure**

1. **Purpose**

The purpose of this procedure is to secure at the lowest possible administrative level solutions to grievances.

2. **Definitions**

- a. A "Grievance" shall mean a complaint by a bargaining unit member, the Union, or a group of bargaining unit members that his/her/its rights under the specific language of this Agreement have been violated, or that as to him/her/it 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 days when school is in session, except during summer recess when days shall be business days.



3. Time Limits

- a. If a grievance is not filed in writing at Level One within twenty (20) 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. Failure by any administrator or the Board of Education to render his/ her decision within the specified time limits shall be deemed to be a denial of the grievance and the grievance shall proceed to the next level.
- d. The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the Union and the Board or its designee, provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the answer in the last step considered.

4. Grievance Steps

If an employee feels that he/she may have a grievance, he/she may first discuss the matter with his/her Head Custodian and/or a Union steward or representative or other appropriate administrator in an effort to resolve the problem informally.

- a. Level One – For Custodian: School Principal  
For Cafeteria Employees: Food Service Director
  - (1) 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 his/her respective administrator. The administrator shall, within seven (7) days of that filing of the grievance in writing, give a written answer with a copy to the Union.
- b. Level Two - Superintendent of Schools/Designee
  - (1) If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after receipt of the decision, file his/her written grievance with the Superintendent of Schools or Designee.
  - (2) The Superintendent or Designee 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.
  - (3) The Superintendent or Designee shall, within seven (7) days after the hearing, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the Union.

c. Level Three - Board of Education

- (1) If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within seven (7) days after the decision submit the grievance to the Board of Education.
- (2) The Board of Education or a committee of the Board 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.
- (3) The Board or Board committee shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the grievant, with a copy to the Union.

d. Level Four - Mediation/Arbitration

- (1) 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 the Level Three answer. A copy of the request shall be sent to the Board.
- (2) If the grievance is not resolved to the Union's satisfaction at Level Three or in mediation, the Union may, at its option, submit the grievance to arbitration within fourteen (14) days of receiving the Level Three 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. Grievances shall be submitted in an alternate manner, the first two (2) to the Connecticut Board of Mediation and Arbitration (SBMA), the following two (2) to the American Arbitration Association (AAA), except discharge and suspension cases shall always be submitted to AAA.
- (3) The arbitrator shall have no power to add to, subtract from alter or modify this Agreement. The arbitrator shall render his/her decision in writing in accordance with SBMA or AAA rules. The decision of the arbitrator shall be final and binding.
- (4) The cost of arbitration will be borne equally by the parties.
- (5) The arbitrator will hear only one (1) grievance at a time. 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.

e. Exceptions

In the case of grievances brought over a bargaining unit member's dismissal, suspension, demotion, or on behalf of the entire bargaining unit, the grievance shall be submitted directly to Level Three.

**ARTICLE XIX**  
**Access to Information**

1. The employer agrees to provide information to the Union in compliance with the Connecticut Freedom of Information Act.

**ARTICLE XX**  
**Payment for Services and Advances on Salary**

1. All employees shall be paid on a bi-weekly basis and shall be paid on the same day of every other week. In the event the scheduled payday falls on a holiday or other non-work day, paychecks shall be distributed on the work day immediately preceding the scheduled pay day. All employees shall be paid by electronic deposit to a qualified financial institution of their choice.
2. Where a custodial employee has scheduled a vacation period which encompasses a complete payroll period, advance payment for that future payroll period may be made, upon the employee's request so long as:
  - a. request is made no later than thirty (30) days prior to the first day of vacation leave;
  - b. the employee's accrued vacation leave exceeds the amount scheduled by no less than one (1) work week.

**ARTICLE XXI**  
**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 regular business hours with reasonable notice. The Union may have access to any employee's records upon presentation of written authorization by the same employee.
2. No new material derogatory to an employee hereunder shall be placed in his/her personnel file unless he/she has signed (indicating receipt of such materials) and has received a current copy of such material.
3. An employee or the Union may avail himself/herself/itself of the opportunity to explain or rebut materials placed in his/her file. If a determination is made in an employee's favor, the questioned material shall be expunged from the file.
4. An employee retains the right to grieve any material in his/her personnel file. If a determination is made in the employee's favor, the questioned material shall be expunged from the file.

**ARTICLE XXII**  
**Employee Expense**

1. Any employee who is required to work twelve (12) consecutive hours or more shall be entitled to a meal allowance not to exceed the following schedule:

Breakfast	\$10.00	2:00 a.m. - 10:00 a.m.
Lunch	\$15.00	10:00 a.m. - 3:00 p.m.
Dinner	\$20.00	3:00 p.m. - 10:00 p.m.
Midnight Meal	\$15.00	10:00 p.m. - 2:00 a.m.

Employees shall be reimbursed for their meal allowances on November 1<sup>st</sup> and April 1<sup>st</sup>, upon the submission of appropriate receipts.

2. Any employee who uses his automobile for school business shall be reimbursed at the IRS rate.

**ARTICLE XXIII**  
**Union Convention/Training**

The Board shall, upon reasonable advance notice, permit two (2) employees whom the Union designates to attend one convention each year and one (1) employee, so designated, to attend one (1) training school without loss of pay or benefits. The Superintendent may authorize paid training days for cafeteria workers. The Board shall pay for the training and reasonable expenses associated with the same.

**ARTICLE XXIV**  
**Union Picnic**

Each member of this bargaining unit will be released from one-half of his/her shift in order to attend one (1) Union picnic per year.

**ARTICLE XXV**  
**Savings Clause**

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 it 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 article, section, sentence, clause and phrase.

**ARTICLE XXVI**  
**Working Above Class**

A custodian whose job duties have changed shall request a meeting with the Director of Facilities to discuss the situation.

**ARTICLE XXX**  
**Shirt and Shoe Allowance**

As of July 1 of each year of this contract, each employee in the bargaining unit will be provided with five (5) shirts and custodial employees will be reimbursed annually up to \$150 for safety shoe(s) with proof of payment. Cafeteria employees will be reimbursed annually up to \$80 for one pair of safety shoes with proof of payment. Once per contract each custodial employee shall be reimbursed for up to \$150 for the purchase of work/safety attire.

**ARTICLE XXXI**  
**Longevity**

1. Employees hired on or before June 30, 2017 shall be eligible for longevity payments as set forth below.
2. Longevity shall be based solely on years of experience, and not on classification of employees. Longevity payments based on years of service shall be made on the following schedule:
  - 5 years of service - a total of \$300 yearly
  - 10 years of service - a total of \$450 yearly
  - 15 years of service - a total of \$600 yearly
  - 20 years of service - a total of \$750 yearly
  - 25 years of service - a total of \$875 yearly
3. The total annual longevity payment shall be due and payable in one installment, no later than November 30. Longevity payments shall be included in employee's total earnings for the purpose of determining their pension benefits.

**ARTICLE XXXII**  
**Duration**

1. This Agreement shall be effective through June 30, 2020.
2. 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 March 1 of the year the contract expires.

[SIGNATURE PAGE FOLLOWS]

**ARTICLE XXVII**  
**Health and Safety**

The employer shall comply with all Federal, State and Local health and safety codes. This provision shall not be subject to the grievance procedure.

**ARTICLE XXVIII**  
**Electrical Work**


Head Custodians shall not perform electrical work.

**ARTICLE XXIX**  
**Performance Evaluation**

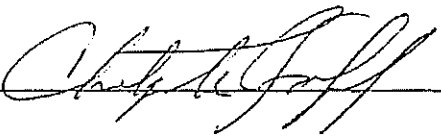
1. Custodial Progression on the negotiated salary step schedule will occur as a result of an annual written performance evaluation of each custodian by the Head Custodian and approved by the Director of Facilities.
2. The written evaluation will be performed by the Head Custodian and reviewed and approved by the Director of Facilities prior to the close of each school year and will be reviewed with the employee involved. Evaluation of first and second shift employees will be performed by the Head Custodian and will be reviewed and approved by the Director of Facilities. The evaluation document is to be signed by the employee and made a part of his/her permanent personnel file.
3. If satisfactory performance is attained through the evaluation, step movement will be granted in accordance with the negotiated agreement. However, if an unsatisfactory rating results from the evaluation process:
  - a. The employee may refuse to sign the evaluation and contest the evaluation results by meeting with the Superintendent of Schools and a Union representative.
  - b. If the unsatisfactory evaluation results are not changed through this first meeting, step movement will be withheld. A re-evaluation of performance will be made sixty (60) working days after the initial evaluation. If a satisfactory performance rating is achieved at that time, step movement will be granted, effective the next pay period.
  - c. If significant improvement has not been achieved after sixty (60) working days, it will constitute grounds for dismissal.
4. Performance criteria will be reviewed with the Union prior to implementation or change.
5. Performance evaluations will be subject to grievance procedures outlined in this contract.

EAST HAMPTON BOARD OF EDUCATION

Date 10/5/17

By   
MUNICIPAL EMPLOYEES UNION "INDEPENDENT"  
LOCAL 560, SEFU, AFL-CIO

Date 10-2-17

By 

By \_\_\_\_\_

Appendix A Wage Schedules

CAFETERIA WORKERS

*Effective July 1, 2017*

	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	step 10
Managers	\$14.80	\$15.09	\$15.40	\$15.71	\$16.01	\$16.34	\$16.67	\$17.00	\$17.34	\$17.77
Cooks/Assistant Managers	\$11.76	\$12.00	\$12.24	\$12.47	\$12.73	\$12.99	\$13.25	\$13.52	\$13.79	\$14.10
Cashier	\$11.49	\$11.72	\$11.95	\$12.20	\$12.43	\$12.69	\$12.94	\$13.19	\$13.46	\$13.80

*Effective July 1, 2018*

	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	step 10
Managers	\$15.13	\$15.43	\$15.75	\$16.06	\$16.37	\$16.71	\$17.05	\$17.38	\$17.73	\$18.17
Cooks/Assistant Managers	\$12.02	\$12.27	\$12.52	\$12.75	\$13.02	\$13.28	\$13.55	\$13.82	\$14.10	\$14.42
Cashier	\$11.75	\$11.98	\$12.22	\$12.47	\$12.71	\$12.98	\$13.23	\$13.49	\$13.76	\$14.11

*Effective July 1, 2019*

	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	step 10	step 11
Managers	\$15.51	\$15.82	\$16.14	\$16.46	\$16.78	\$17.13	\$17.48	\$17.81	\$18.17	\$18.62	\$19.09
Cooks/Assistant Managers	\$12.32	\$12.58	\$12.83	\$13.07	\$13.35	\$13.61	\$13.89	\$14.17	\$14.45	\$14.78	\$15.15
Cashier	\$12.04	\$12.28	\$12.53	\$12.78	\$13.03	\$13.30	\$13.56	\$13.83	\$14.10	\$14.46	\$14.82



CUSTODIAL WORKERS

*Effective July 1, 2017*

	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	step 10
Head Custodian	\$20.02	\$20.42	\$20.82	\$21.25	\$21.67	\$22.11	\$22.55	\$23.00	\$23.46	\$24.05
Custodian	\$17.54	\$17.89	\$18.25	\$18.61	\$18.99	\$19.37	\$19.74	\$20.15	\$20.55	\$21.06

*Effective July 1, 2018*

	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	step 10
Head Custodian	\$20.47	\$20.88	\$21.29	\$21.73	\$22.16	\$22.61	\$23.06	\$23.52	\$23.99	\$24.59
Custodian	\$17.93	\$18.29	\$18.66	\$19.03	\$19.42	\$19.81	\$20.18	\$20.60	\$21.01	\$21.53

*Effective July 1, 2019*

	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	step 10	step 11
Head Custodian	\$20.98	\$21.40	\$21.82	\$22.27	\$22.71	\$23.18	\$23.64	\$24.11	\$24.59	\$25.20	\$25.83
Custodian	\$18.38	\$18.75	\$19.13	\$19.51	\$19.91	\$20.31	\$20.68	\$21.12	\$21.54	\$22.07	\$22.62

Side Letter

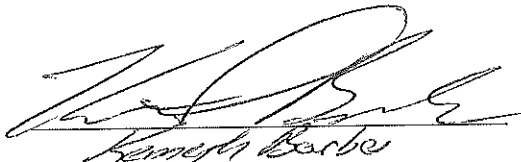
This side letter memorializes the parties agreement that bargaining unit member Cynthia Siena will receive general wage increases of 2.25% retroactive to July 1, 2017; 2.25% effective July 1, 2018 and 2.5% effective July 1, 2019.

Date 10/5/17 By [Signature]  
MUNICIPAL EMPLOYEES UNION "INDEPENDENT"  
LOCAL 560, SEIU, AFL-CIO

Date 10-2-17 By [Signature]  
EASY HAMPTON BOARD OF EDUCATION

**Side Letter**

Effective July 1, 2013, Section 4 of Article XIV regarding the insurance buyout provisions shall be limited to the three custodians who have chosen not to participate as of May 2013.

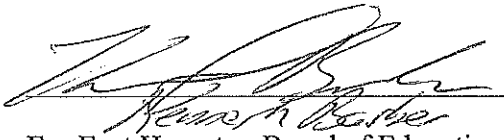
  
Kenneth Barbe  
For East Hampton Board of Education

\_\_\_\_\_  
For MEUI, Local 560, SEIU, AFL-CIO

## Side Letter

1. Two employees who are off step, Cynthia Siena and Joane Colburn, will receive 2.5% general wage increase effective July 1, 2014, July 1, 2015, and July 1, 2016.
2. Step placement shall be adjusted for the following employees as follows effective July 1, 2014 (this is in addition to regular step movement):

Don Ingraham (+ 1)  
Ken Pfaffenback (+1)  
Edward Riley (+2)  
Matthew Racine (+2)  
Craig Sobolewski (+4)



Kenneth Barber

For East Hampton Board of Education

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For MEUI, Local 560, SEIU, AFL-CIO

**Side Letter**  
**Re: Article VIII (Hours of Work and Overtime)**

The East Hampton Board of Education ("Board") and the Municipal Employees Union "Independent" Local 506, SEIU, AFL-CIO ("Union") agree to the following terms and conditions:

1. For the first year of this Agreement, Article VIII, Section 2 is modified as follows:

The regularly scheduled work hours for the custodial second shift shall be from 3:00 to 11:00 p.m. The work week shall be Monday through Friday, inclusive. During vacation and summer recess the regularly scheduled work hours for all employees shall be 7:00 a.m. to 3:00 p.m. Monday through Friday, *except for five (5) days designated in advance by the Superintendent during which the custodial second shift shall work from 9:00 a.m. to 5:00 p.m. These five (5) days shall be selected among the days of the week immediately after the start of summer recess and of the week immediately before the start of the school year.*

2. The Superintendent or her designee will assess the continued need for the 9:00 to 5:00 schedule detailed above.

*Deanne Dugas*  
Superintendent, East Hampton Public Schools

*6/30/14*  
Date

*John Hanco*  
President, MEUI, Local 560, SEIU, AFL-CIO

*6/30/14*  
Date



**ADDENDUM AGREEMENT**  
between  
**THE EAST HAMPTON BOARD OF EDUCATION**  
and  
**THE MUNICIPAL EMPLOYEES UNION INDEPENDENT**  
**LOCAL 506, SEIU, AFL-CIO**  
**CUSTODIANS & CAFETERIA WORKERS**

In light of the sudden, dramatic and unexpected public health and economic conditions caused by the COVID-19 pandemic the East Hampton Board of Education, hereinafter referred to as "the Board," and Local 506 of the Municipal Employees Union Independent, SEIU, AFL-CIO, hereinafter referred to as "the Union," agree to the following Addendum Agreement concerning an extension of the current (2017-2020) Collective Bargaining Agreement (the "Contract"), which is currently set to expire on June 30, 2020:

1. Effective July 1, 2020, all members of the bargaining unit will receive a 2% general wage increase to their normal hourly wages as set forth in the attached 2020-21 wage schedules attached hereto as Appendix A.
2. Effective July 1, 2020, all members of the bargaining unit not at the maximum step of their respective wage schedule shall advance one step on the wage schedule.
3. All other terms of the Contract shall remain in full force and effect, and shall be extended to June 30, 2021. This Addendum Agreement shall be in full force and effect through June 30, 2021.
4. The Board and the Union agree that this Addendum Agreement and its contents shall not constitute a precedent or an instance of a past practice in any future matter. In addition, nothing herein shall be deemed to affect any other condition or term or condition of employment, including any past practice, between the parties. The parties herewith reserve their rights in future negotiations under the Municipal Employees Relations Act, and further reserve any and all rights that they may have under the Act.

Date 5/26/2020

By Jess Hovess /td  
MUNICIPAL EMPLOYEES UNION "INDEPENDENT"  
LOCAL 506, SEIU, AFL-CIO

Date 6/8/2020

By [Signature]  
EAST HAMPTON BOARD OF EDUCATION

