



**LOCAL 1459**

**Agreement**

**between**

**Somers Board of Education  
Custodial and Maintenance Unit**

**and**

**United Food and Commercial Workers Union Local 1459**

**July 1, 2020 to June 30, 2023**

4635427v1

## INDEX

	Article	Page
Agreement.....		3
Bereavement Leave.....	32	17
Checkoff.....	3	4
Discipline and Termination of Employment.....	39	22
Duration.....	44	24
Employee Protection.....	26	15
Employer Policies.....	5	5
Existing Practice.....	27	15
General Conditions.....	20	14
Grievance Procedure.....	10	7
Holidays.....	34	18
Hours of Work and Overtime.....	11	8
Inspection of Employee Records.....	16	13
Insurance Benefits.....	36	19
Job Descriptions.....	15	12
Jury Duty.....	30	16
Leaves of Absence.....	28	15
Longevity Pay.....	40	23
Lunch Breaks and Rest Periods.....	12	10
Management Rights.....	4	5
Military Duty.....	29	16
No Discrimination.....	18	13
Orientation of New Employees.....	7	6
Pay Procedures and Data.....	17	13
Pension.....	41	23
Personal Leave.....	31	16
Probation.....	6	6
Reclassification Procedure.....	25	15
Recognition.....	1	3
Residency Requirement.....	24	15
Resignations.....	38	22
Safety.....	23	14
Seniority, Promotions and Transfers.....	13	10
Separability.....	43	24
Sick Leave.....	33	17
Subcontracting.....	14	12
Travel Expenses.....	21	14
Uniforms.....	42	23
Union Bulletin Boards.....	9	7
Union Business and Union Stewards.....	8	6
Union Security.....	2	3
Vacations.....	35	18
Wages.....	37	21
Work Environment Committee.....	19	14
Working Conditions.....	22	14
Appendix A, Employee Review Document.....		25

17  
This Agreement is made and entered into by and between the Board of Education of Somers, Connecticut (hereinafter referred to as "the Board" or "the Employer"), and the United Food and Commercial Workers Union Local 1459 (hereinafter referred to as "the Union").

The purpose of this Agreement is to set forth the wages, hours and conditions of employment governing the Employees of the Board represented by the Union.

The Board and the Union agree as follows:

## **ARTICLE 1 - RECOGNITION**

The Board recognizes the Union as the sole and exclusive Bargaining Representative for wages, hours and conditions of employment as set forth in this Agreement for all custodial and maintenance Employees and Head Custodians of the Somers Board of Education working on a regular basis, excluding the Supervisor of Building and Grounds, and part-time and seasonal Employees as described below. Excluded from the Bargaining Unit as part-time Employees are all individuals who work fifteen (15) hours or less per week. Excluded from the Bargaining Unit as seasonal Employees are those individuals who work more than fifteen (15) hours per week during the summer months for a period of time not to exceed sixty-five (65) calendar days in any calendar year.

The term "Employee" as used throughout this Agreement shall refer exclusively to Employees who are members of the above-described Bargaining Unit. The term "Superintendent" as used throughout this Agreement shall be understood to include the Superintendent of Schools or his/her designated Representative.

The terms "Board" or "Employer" as used throughout this Agreement shall be understood to include the Somers Board of Education or, at those times when in the Board's sole discretion it chooses to delegate its authority to the Superintendent of Schools.

## **ARTICLE 2 - UNION SECURITY**

Section 1. All Employees shall become members of the Union not later than the thirtieth (30th) calendar day following the date of their employment by the Employer, or not later than the thirtieth (30th) day following the execution date of this Agreement, whichever is later, if they choose to do so. Any Employees who choose to join the Union shall, as a condition of employment, remain members of the Union in good standing during the term of this Agreement. Employees who do not join the Union shall, as a condition of employment, pay a service or agency fee to the Union to cover the costs of collective bargaining, contract administration and grievance processing.

Section 2. The Employer agrees that it will notify the Union in writing within seven (7) days from the date of first employment of a newly hired Employee subject to this Agreement of the name of such Employee, his/her social security number, the position for which employed, the date of first employment, and his/her address and date of birth. When an Employee signs a checkoff authorization card and gives it to the Employer, the Employer agrees to forward a copy of the card to the Union by the end of the week of its receipt.

Section 3. The Employer agrees to notify the Union in writing within seven (7) days of the date of termination of any Employee subject to this Agreement, provided said Employee has been employed in excess of thirty (30) days.

Section 4. Upon failure of any Employee to comply with the provisions of this Article, the Union shall notify the Employer in writing of such failure and the Employer shall, upon receipt of such notice, and not more than seven (7) days thereafter, discharge such Employee. The Union agrees to hold the Employer and its Representatives harmless and to fully indemnify and defend them from any claims against them arising out of their actions to comply with this Article.

Section 5. The Employer agrees that it will not enter into any individual Agreement with any Employee covered by this Agreement, which is contrary to the terms of this Agreement.

### **ARTICLE 3 - CHECKOFF**

Section 1. A. The Employer agrees that it will deduct from the wages of the Employees who join the Union the initiation fees and dues and arrears which are in accord with all pertinent state and federal laws uniformly required by the Union, provided it has a written authorization in a form authorized by law from the Employees.

B. The Employer agrees that it will deduct from the wages of the Employees who voluntarily choose not to join the Union a service fee, not to exceed the amount of the regular Union dues necessary to defray the costs of collective bargaining, contract administration and the processing of grievances. The amount of the service fee shall be certified to the Superintendent of Schools in writing during the month of July in each year of this Agreement.

C. Monies will be deducted on a biweekly basis and forwarded to the Union monthly by the tenth (10th) of the month, together with a list of the Employees from whom such deductions were made, their social security numbers and dates of hire.

Section 2. The Employer agrees to forward to the Union a copy of a completed checkoff authorization form for each new hire at the end of each month.

Section 3. The Employer agrees to notify the Union in writing on a monthly basis of all newly hired Employees, their shift and classification; also dates of termination.

Section 4. Upon failure of any Employee to tender his/her initiation fee, dues, or service fee to the Union within the period and under the conditions specified in Section 1 above, the Union shall notify the Employer in writing of such failure, and the Employer shall, upon receipt of such notice, and not more than seven (7) days thereafter, discharge such Employee.

Section 5. The Union agrees to indemnify, defend and hold harmless the Employer or its Representatives and to fully protect them against any claims arising out of their actions to comply with this Article.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Board pursuant to any charter, general or special statute, ordinance, regulation, Agreements regarding reorganization or other lawful provision over the complete operations, practices, procedures and regulations with respect to Employees of the Board, shall remain solely and exclusively in the Board, including, but not limited to, the following: to determine the standards of services to be offered by Board Employees; to determine the standards of selection for Board employment; to direct its Employees; to take disciplinary action; to relieve its Employees from duty because of lack of work or for other legitimate reasons; to issue work rules and regulations; personnel policy manuals, personnel procedures and policies and to enforce them, and from time to time in its discretion to change them; to determine daily, weekly and weekend work schedules and work performed between buildings for town or governmental activities; to determine the methods, means and personnel by which the Board's operations are to be conducted, including, but not limited to, the right to contract or subcontract Bargaining Unit work on a temporary basis, provided that no Bargaining Unit members' positions or normal hours of work are reduced, and that no Bargaining Unit Employees are laid off as a result thereof; to determine the content of job classifications; to exercise complete control and discretion over its organization and the technology of performing its work; and to fulfill all of its legal responsibilities. The Board expects that Head Custodians have and will continue to heighten their supervisory functions within reason toward the end of across-the-board improvement in levels of cleanliness and order in the various facilities. It is recognized that the Union reserves the right to grieve the application and/or implementation of this Article through the contractual grievance procedure.

## **ARTICLE 5 - EMPLOYER POLICIES**

Section 1. The Employer retains the right to promulgate and to enforce reasonable written rules and regulations not in conflict with a specific provision of this Agreement as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of the Employer's operations and after advance notice thereof to the Union and the Employees, to require compliance therewith by Employees.

Section 2. It is recognized that the Union reserves the right to question the reasonableness of these rules or regulations pursuant to this particular paragraph through the grievance and arbitration procedures, after receipt of a copy of such rules and regulations.

## **ARTICLE 6 - PROBATION**

Newly hired Employees shall be considered probationary and shall attain no seniority until they have been continuously on the payroll of the Board for a period of ninety (90) calendar days, provided that eligibility for economic benefits as specified in this Agreement shall commence after completion of the initial thirty (30) calendar days of employment. Such Employees may be discharged at the will of the Board during this probationary period, and no such discharge shall be subject to the grievance procedure of this Agreement. Once the probationary period has been successfully completed, seniority shall be retroactive to the commencement of employment.

## **ARTICLE 7 - ORIENTATION OF NEW EMPLOYEES**

The Employer agrees that each new Employee will participate in an organized orientation program prior to being assigned regular duties. This orientation program will include the following:

- A. Complete tour of building.
- B. Introduction to all key personnel and department heads.
- C. Familiarization with disaster and fire plan and equipment.
- D. Familiarization with personnel policies.
- E. Knowledge and execution of the pertinent job description.

## **ARTICLE 8 - UNION BUSINESS AND UNION STEWARDS**

Section 1. The Union shall have the right to designate Stewards, who shall be members of the Bargaining Unit, not to exceed two (2) in number.

Section 2. In addition to their seniority rights as regular Employees, Union Stewards shall have top seniority by job classification in layoffs due to lack of work.

Section 3. The Union shall supply the Employer with a list of Union Stewards. The Union shall notify the Employer of all changes.

Section 4. The Union Steward shall be empowered to discuss the adjustment of grievances with the Employer, as provided in the grievance procedure. Nothing in this Article is to exempt the Union Steward from adhering to the Employer's policy.

Section 5. Each Union Steward shall be allowed one (1) day off with pay per calendar year to attend the Local Union's Annual Seminar.

Section 6. Personal days for which an Employee is eligible under this Agreement may be used by Local Union Officials and Stewards in the conduct of Union business.

Section 7. An official Representative of the Union will be permitted to enter school buildings to discharge official Union business in connection with the Bargaining Unit. The identity of such Representative will be certified in writing to the Superintendent of Schools.

Upon entering any school building during normal business hours, the designated Representative of the Union shall immediately report to the school office to advise the principal or the principal's designee of his/her presence. The Union Representative will not disrupt or interfere with school activities or Board operations during his/her presence.

Section 8. Union Stewards will be allowed to participate in negotiations without loss of pay.

## **ARTICLE 9 - UNION BULLETIN BOARDS**

Section 1. A bulletin board will be provided by the Employer for purposes of posting Union notices in each building where Bargaining Unit members are assigned to work.

Section 2. A copy of each notice placed on said bulletin board(s) will be sent to the Superintendent of Schools.

Section 3. A Union shop card may be posted on the Union bulletin board or in the Custodian's office in each school at the option of the Union.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

Section 1. A grievance is hereby defined as a claimed misinterpretation or misapplication of any specific section of this Agreement to an individual Employee. A formal grievance must be in writing and must set forth the specific section(s) of the Agreement alleged to have been misinterpreted or misapplied. The purpose of the grievance procedure shall be to resolve, at the lowest possible administrative level, issues which may arise from time to time with respect to the provisions of this Agreement. "Working days" or "business days" are defined as those days when the Board of Education's central office is open for business.

### **Section 2. Procedure**

A. Step One - Employees should first attempt to resolve grievances informally by discussions with the Head Custodian. However, if such informal resolution is not successful, the Employee must present a written statement of the grievance to the Supervisor of Building and Grounds within fifteen (15) working days of the occurrence which gave rise to the grievance, or within fifteen (15) working days of the date on which the Employee, through the exercise of reasonableness, should have known of the occurrence. Within five (5) workdays of receipt of the written grievance, the Supervisor of Building and Grounds shall meet or offer to meet with the aggrieved Employee, at which time the matter shall be discussed and a decision given the Employee within seven (7) working days of the receipt of the written grievance.

B. Step Two - If the aggrieved Employee is not satisfied with the disposition of the grievance at Step One, he/she may request a further review of the grievance by the Superintendent by presenting the written grievance to the Superintendent within five (5) working days of receipt of the decision at Step One. Within nine (9) working days of receipt of the grievance, the Superintendent shall review the grievance and render a decision to the aggrieved Employee.

C. Step Three - If the aggrieved Employee is not satisfied with the Superintendent's decision at Step Two, final review of the grievance may be requested of the Board by filing a written request for

appeal with the Board within five (5) working days of receipt of the Superintendent's decision at Step Two.

The Board or its designated committee shall review the grievance within fifteen (15) working days of receipt of the written request and shall render a decision on the grievance within twenty (20) working days of receipt of the request.

D. Step Four - In the event that the decision of the Board or its designated committee at Step Three is not an accepted means of resolving the grievance, then the Union may request arbitration of said grievance by serving upon the other party a written request for arbitration. Such request must be submitted within fifteen (15) working days from the date of the response at Step Three.

Section 3. The parties shall endeavor to agree upon an impartial arbitrator and, in the event that they are unable to so agree within ten (10) working days after request for arbitration has been made in accordance with the foregoing, then the aggrieved party (the Board or the Union) may request the American Arbitration Association, who shall hear and determine the case in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

Section 4. The arbitrator designated or selected shall hear only one (1) grievance in each arbitration, unless the parties consent otherwise in writing. The costs and fees of the arbitrator shall be shared equally between the Board and the Union. The decision of the arbitrator shall be final and binding upon all parties as provided by law, but the arbitrator shall have no authority to alter, amend, add to or delete the provisions of this Agreement, and he/she shall be required to issue a ruling in accordance with its terms.

Section 5. Any time limits specified in this Article may be extended by mutual Agreement of both parties reduced to writing.

Section 6. Grieving Employees may be represented by a Union staff Representative if desired at all steps of this procedure, and the administration or the Board may also be represented by a Representative of their choice at all steps of the grievance and arbitration procedure.

## **ARTICLE 11 - HOURS OF WORK AND OVERTIME**

Section 1. The normal workweek for full-time Bargaining Unit members shall be an eight (8) hour day, Monday through Friday and a forty (40) hour workweek. Part-time Employees are those whose normal workweek is less than forty (40) hours per week.

Section 2. Employees may also be required to work reasonable amounts of overtime in addition to their normal schedules and may also from time to time be required to work on weekends and holidays. Employees will be given a reasonable notice of non-emergency overtime, forty-eight hours in advance. Required overtime will be assigned in inverse order of seniority on a rotating basis. The supervisor of buildings and grounds will review the required overtime list weekly with the head custodians.

Section 3. A. All hours worked in excess of forty (40) hours in a workweek shall be paid at time and one-half (1 1/2) the regular rate for all overtime hours worked.



B. All work performed on a Sunday shall be paid at two (2) times the regular rate for those hours worked.

Section 4. Normal starting and stopping times will be established by the Board in accordance with existing practices.

Section 5. No Employee shall be required to work a split shift except for an emergency or extraordinary condition.

Section 6. A monthly list will be posted for the purpose of permitting Employees the opportunity of indicating their desire to be assigned to work available overtime. The list shall be posted seven (7) workdays before the next month on the Union bulletin boards. Before Employees are required to work overtime, reasonable attempts will be made to offer available overtime on an equitable basis to those Employees who have volunteered. Overtime shall be offered to Employees on the list by seniority within the building where the overtime exists. It is understood that emergency and other unanticipated situations will not make it feasible to review the overtime list and Employees who sign up for overtime must be fully qualified to perform the available overtime assignment.

Section 7. A. In addition to those overtime activities that Bargaining Unit Employees have been assigned to in the past, when a school facility is used for an event outside of the normal work schedule, Employees will be assigned if the activity generates additional work, which cannot reasonably be performed during the normal work hours.

B. Employee(s) assigned special activity work when they are not normally scheduled will be scheduled at least one-half (1/2) hour prior to the starting time of the event and at least one-half (1/2) hour after the event to allow the Custodian to check and secure the building.

C. Employee(s) assigned to the special activity work will be paid in accordance with the terms and conditions of this Agreement.

D. Employee(s) assigned to special activity work will be expected to perform custodial work that may be assigned by their Supervisor.

Section 8. Employees who are called back to work by the Employer after leaving work will be paid a minimum of two (2) hours, counting any portal to portal time for which the Employee is paid. Non-emergency overtime which is foreseen and scheduled in advance by the Employer and worked at a time not contiguous with the affected Employee's normal work schedule (i.e., scheduled overtime for which the Employee is required to report to work from home) will be subject to a two (2) hour minimum.

Section 9. The Board may institute a weekly and/or daily job list or task list procedure setting forth what jobs are to be done for the various Employees. This is to be monitored by the Head Custodians and/or the Supervisor of Building and Grounds or Administrative Personnel and noncompliance will be reported by them.

## **ARTICLE 12 - LUNCH BREAKS AND REST PERIODS**

Section 1. Employees assigned to work shifts of six (6) hours or more shall receive a one-half (1/2) hour paid lunch break.

Section 2. Employees are free to leave the school during their lunch period unless an emergency should require their presence.

Section 3. In instances where a longer lunch period is requested and granted with prior approval, hours of work will be lengthened proportionately.

Section 4. A lunch break schedule will be determined by the Employer.

Section 5. Employees assigned to work shifts of six (6) hours or more shall receive one (1) fifteen (15) minute paid break period during the first portion of the shift and one (1) additional fifteen (15) minute paid break period during the second portion of the shift. Breaks shall be scheduled by the Employer and it is understood that in instances where work must be performed the break will be rescheduled to a later time. Employees scheduled for less than six (6) hours shall receive one (1) fifteen (15) minute paid break period per shift, to be scheduled as above.

## **ARTICLE 13 - SENIORITY, PROMOTIONS AND TRANSFERS**

Section 1. Seniority is defined as the length of continuous, unbroken employment with the Employer in a Bargaining Unit position, from the last date of hire. The Employer agrees to furnish the Union once yearly with an up-to-date seniority roster of all the Employees covered by this Agreement, showing the Employee's name, classification (part-time or full-time) and seniority date of hire.

Section 2. Should it be necessary to reduce the number of Bargaining Unit Employees, layoffs will be made on the basis of qualifications and seniority. When two (2) or more Employees are equally qualified to perform available work, the least senior Employee will be laid off first. Employees displaced from higher job classifications may exercise their seniority rights for lower job classifications, if qualified.

Section 3. Employees to be laid off will be notified in advance, preferably at least two (2) weeks in advance of the effective date of the layoff.

Section 4. Full-time Employees laid off because of lack of work shall be offered part-time Bargaining Unit work within the school system if part-time work is available and the full-time Employee is qualified to perform the part-time work, even if this means displacing part-time Employees. Employees who accept such part-time work shall be regularly available for the scheduled hours on a continuing basis. A full-time Employee who accepts part-time work shall continue to be eligible for full-time benefits as of the date of his/her reduction for a period not to exceed one (1) month, provided that such Employee was eligible for full-time benefits before the change to part-time employment.

Section 5. Employees laid off for lack of work shall be subject to recall for a period equal to the Employee's seniority, but not to exceed one (1) calendar year starting with the date of layoff. Recall to available work will be made by applying the criteria set forth in Section 2 above. The Employee

shall be notified by registered or certified mail sent to the last address given the Employer by the Employee. If the Employee fails to return to work within five (5) working days of the date of mailing, or fails within the same period to give an acceptable excuse for not reporting, he/she shall be dropped from the recall list.

Section 6. When the Employer determines that layoffs are necessary, the Employer and the Union agree to meet upon request to discuss the application of the provisions set forth in this Article prior to the effective date of any reduction and/or layoff, when possible. Any such meeting shall take place within one (1) week of the request for the meeting unless a mutually agreed postponement is set.

#### Section 7. Promotions and Transfers

A. 1. Promotions to a higher classification within the Bargaining Unit will be made on the basis of qualification, ability and seniority. Current Employees shall be given preference over outside applicants. When qualifications and ability among candidates are equal, the position shall be given to the most senior candidate.

2. Assignments to bargaining unit vacancies that are to be filled within an employee's same classification will be made on the basis of qualifications, ability and seniority.

3. Current employees shall be given preference over outside applicants. When qualifications and ability among candidates are equal, the position shall be given to the most senior candidate, provided however, that it is recognized by parties that the special or unique skills possessed by an employee in his/her present position who qualifies to fill a vacancy as provided above may prompt the Superintendent to conclude that it is not in the best interests of the school system to make the assignment. Any such determination as to the "best interests of the school system" may be challenged by the employee or the Union through this Agreement's grievance procedure.

B. Bargaining Unit vacancies to be filled other than by temporary replacements shall be posted in the schools for five (5) days, excluding Saturdays and Sundays. The date and time of the end of the posting period will be stated on the notice and a copy will be sent to the Union business office. The notice will specify whether the job is full-time or part-time.

C. Employees desiring to bid on the opening must do so by submitting a completed bid (application) to the Superintendent prior to the close of the posting period.

D. Voluntary transfers may be made by the Board at any time. No Employee will be involuntarily transferred until he/she has first been notified in advance, preferably one (1) week. Such Employee(s) may request a meeting with the Employer, at which time the reason for the involuntary transfer shall be explained. The Employee(s) may have a Union Representative in attendance if desired.

E. An Employee's seniority shall terminate and he/she shall cease to be an Employee upon the occurrence of any one of the following events:

1. Voluntary quit, resignation or retirement.
2. Discharge for cause.

3. Failure to return to work within the time allotted upon the expiration of any approved leave of absence.
4. Layoff equal to an Employee's seniority, but not to exceed one (1) year.

Section 8. Employees who feel that their rights were violated due to action or inaction of the Employer under this Article shall have full access to the contractual grievance procedure in accord with its terms.

Section 9. When an Employee is required to assume the duties of another Employee in a higher classification or grade, or in addition to his/her own duties beyond five (5) consecutive days, the Employee will be paid an agreed upon percentage above his/her regular rate of pay and such payment shall continue for the duration of such performance of duties by the Employee.

## **ARTICLE 14 - SUBCONTRACTING**

No person or persons outside of the Bargaining Unit shall regularly perform work normally performed by Bargaining Unit Employees except in cases of emergency. In the event Bargaining Unit Members are unable to perform a specific task, the Board may subcontract that task. However, no employee will lose hours or be laid off as a result of subcontracting. The Employers will be allowed to continue using prisoners, as they have in the past.

## **ARTICLE 15 - JOB DESCRIPTIONS**

Section 1. The Employer shall provide to each Employee covered by this Agreement and to each newly hired Employee a copy of the Employee's job description. Copies of existing job descriptions are attached.

Section 2. Changes in job descriptions will be negotiated, upon request, to the extent required under the Municipal Employees Relations Act. The Parties agree to update job descriptions during the life of the contract.

## **ARTICLE 16 - INSPECTION OF EMPLOYEE RECORDS**

Section 1. The Employer agrees that the materials contained in an Employee's official personnel folder shall be available for inspection to the authorized Union Business Representative following written request to the Superintendent or his/her designee.

Section 2. Employees desiring to review their official personnel folder will be permitted to do so by making an appointment through their immediate Supervisor with the central office.

Section 3. An Employee will be afforded the opportunity to put on record any statement he/she wishes to make about unfavorable information contained in his/her official personnel folder. Employees may request a copy of documents being placed in their personnel folder, except references from previous Employers.

## **ARTICLE 17 - PAY PROCEDURES AND DATA**

Section 1. The Employer will continue its policy of paying Employees on a biweekly schedule.

Section 2. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions:

- A. Life Insurance (group)
- B. Medical insurance coverages as provided in this agreement
- C. Disability Insurance (LTD)
- D. Credit Union
- E. Union Dues and Fees
- F. Somers Non-certified Employee Pension Plan
- G. Tax Sheltered annuity plans

All requests for deductions must be made in writing on approved authorization forms through the central office.

## **ARTICLE 18 - NO DISCRIMINATION**

Section 1. There shall be no unlawful discrimination against any Employee including hiring, promotion or dismissal based upon marital status, age, sex, race, creed, national origin, ancestry, religious belief or physical disability or any other protected classification as provided by applicable law and regulation.

Section 2. Further, there shall be no unlawful discrimination against any Employee for engaging in lawful Union activities, which activities do not adversely affect the performance of assigned work.

## **ARTICLE 19 - WORK ENVIRONMENT COMMITTEE**

Section 1. A liaison committee, consisting of not more than three (3) Union members chosen by the Union and not more than three (3) members of management, shall meet when necessary for the purpose of discussing matters of mutual interest and concerns not otherwise covered by the terms of this Agreement. This committee shall serve solely in an advisory capacity. Meetings shall be scheduled by the Superintendent.

Section 2. The Union Business Representative and/or a Management Representative may be present at these meetings.

## **ARTICLE 20 - GENERAL CONDITIONS**

Section 1. Employer Meetings - Employees shall not be required to attend Employer meetings on their own time.

Section 2. Election Days - On request of the Union or an Employee, the Employer will arrange the work schedule for a federal, state or local government election day week so that those Employees

who would not otherwise be able to shall have an opportunity to vote. Employees will be provided up to one (1) hour off to vote.

Section 3. It is understood and agreed that wherever "he" or "she" appears in this Agreement it shall apply to all Employees.

Section 4. The Employer agrees that it will not request, require or accept any voluntary offer from any Employee to take a polygraph test or any similar test.

## **ARTICLE 21 - TRAVEL EXPENSES**

All travel on school business approved in advance by the Superintendent will be reimbursed at the rate of the then-current IRS maximum employee mileage reimbursement rate.

## **ARTICLE 22 - WORKING CONDITIONS**

Injury or Assault: Employees shall report immediately, in writing, to their immediate Supervisor or Building Administrator, all cases of injury or assault suffered by them in connection with their employment.

## **ARTICLE 23 - SAFETY**

Section 1. Safety - The Employer agrees to comply with the safety regulations as prescribed by the Occupational Safety and Health Act. This section is not subject to the grievance procedure.

Section 2. First Aid Kit - The Employer shall provide an accessible first aid kit. This kit shall be fully supplied.

## **ARTICLE 24 - RESIDENCY REQUIREMENT**

No Bargaining Unit member shall be required to reside in the Town of Somers.

## **ARTICLE 25 - RECLASSIFICATION PROCEDURE**

Any Employee who believes that he/she should be reclassified shall submit such claim to the Superintendent or Superintendent's designee in writing, setting forth cause, reason and recommendation. An informal meeting shall be held.

## **ARTICLE 26 - EMPLOYEE PROTECTION**

The Board agrees to protect the Employees as provided for in Section 10-235 (as amended), Connecticut General Statutes.

## **ARTICLE 27 - EXISTING PRACTICE**

All existing Employee and Board privileges shall remain in effect unless such practice is superseded by a provision of this Agreement.

## **ARTICLE 28 - LEAVES OF ABSENCE**

Section 1. A. Leave Without Pay: Upon the recommendation of the Superintendent, a leave of absence for a period not to exceed one (1) year, without pay, with position held may be granted by the Board, providing that position has not been eliminated. These leaves shall not be unreasonably denied. Application for such leave must be made in writing stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, it must be approved by the Board. Insurance benefits may be continued during leave of absence with full premium cost paid by the Employee.

B. Family Medical Leave: Non-probationary Employees shall be granted family medical leaves in accordance with the requirements of the Family Medical Leave Act (FMLA). The Employer shall continue to pay their share of the health insurance during these leaves as required under FMLA.

C. Maternity & Child-Rearing Leaves:

Any non-probationary Employee may have the option of up to one (1) year childrearing leave of absence, without pay, following the birth of a child, provided such leave shall cease on either September 1 of the subsequent school year or September 1 of the next calendar year.

- a. Notification in writing must be given to the office of the Superintendent five (5) working days prior to March 1 if said Employee, on extended leave, plans to return in the next school year.
- b. In cases of requested leave for childrearing only, prior notification of eligibility shall be made in writing to the Board, through the Superintendent, not later than three (3) months prior to the anticipated birth of a child, or the arrival of any adopted child, provided that exceptions may be made by the Superintendent in cases of adoption in the event such advance notice cannot be given. If extenuating circumstances exist relating to the birth of a child, previously approved childrearing leave will be waived at the discretion of the Superintendent.
- c. The cost of insurance and other Employee fringe benefits shall be paid in full by the Employee.

D. An Employee returning to service following an extended medical leave shall provide a written statement from their attending physician supporting said return to work and resumption of regular duties.

## **ARTICLE 29 - MILITARY DUTY**

Employees shall receive all military leave and reinstatement rights as provided by applicable state and federal laws as they exist or are from time to time amended. Copies of such statutes shall be available for inspection in the office of the Superintendent of Schools and at the Union office.

## **ARTICLE 30 - JURY DUTY**

Special leave may be granted for bona fide jury duty, with the Board paying the difference between the Employee's regular pay and his/her compensation for said jury duty, providing the Employee notifies the Superintendent immediately upon being notified of jury duty. The Superintendent of Schools may request a waiver for jury duty at his/her discretion.

## **ARTICLE 31 - PERSONAL LEAVE**

Section 1. With the understanding that requests for personal days will be filed by the immediate Supervisor with the Superintendent within forty-eight (48) hours in advance, a total of three (3) days without salary deductions may be allowed, but will not accumulate from year to year, for the following reasons:

1. Personal business that cannot be transacted outside of regular school hours (not required to give reason).
2. Attendance in court, or other legal demands outside the Employee's control.
3. Attendance at graduation exercises (self, spouse, son, daughter).
4. Other days without salary deduction in cases of emergency or hardship may be granted at the discretion of the Superintendent. Notification shall be given by the Employee as soon as possible.



5. No days without salary deductions shall normally be granted immediately prior to or following a school holiday or vacation.

## **ARTICLE 32 - BEREAVEMENT LEAVE**

Section 1. All Employees shall be entitled to five (5) bereavement days with pay for a death in the Employee's immediate family. Immediate family shall be defined as the Employee's wife, husband, mother, father, son, daughter, brother, sister, grandmother, grandfather, stepmother, stepfather, grandson, granddaughter, or the Employee's spouse's mother, father, brother, sister, stepmother, stepfather, grandmother or grandfather.

Section 2. One (1) additional day may be used for bereavement of any other relative or friend.

Section 3. Additional bereavement days may be granted by the Superintendent at his/her discretion.

## **ARTICLE 33 - SICK LEAVE**

Section 1. All members of the Bargaining Unit shall be entitled to fifteen (15) days sick leave per year cumulative to one hundred and twenty-five (125) days. Sick days for the first year of employment shall be earned pro rata for each month worked at the rate of one and one quarter (1 1/4) days sick leave for each month of service.

Section 2. If a holiday occurs during a sick leave, said holiday shall not be charged against the sick leave.

Section 3. If an Employee has been absent for more than five (5) continuous days or under any circumstances which give rise to a reasonable suspicion that an abuse of sick leave privileges has occurred or may be occurring, that Employee shall, if requested by the Superintendent, provide a certificate from a physician confirming the sickness or the ability of the Employee to return to work.

Section 4. Each Employee shall be entitled to use five (5) days of annual sick leave to attend to serious illness in the immediate family consisting of spouse, child, parent or relative domiciled in the Employee's house.

Section 5. The Board of Education reserves the right to extend sick leave to any Employee under extenuating circumstances. Requests for such additional sick leave shall be submitted in writing to the Superintendent of Schools.

## **ARTICLE 34 - HOLIDAYS**

Section 1. The specific holiday dates for Bargaining Unit personnel shall be determined and distributed after the establishment of the school calendar. The following paid holidays shall be granted to eligible Bargaining Unit members:

New Year's Day

Good Friday

Columbus Day

Martin Luther King Day  
Presidents' Day  
Day designated by the Employer

Memorial Day  
Independence Day  
Labor Day

Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

If school is open on any of the above mentioned holidays the Board of Education and Union will mutually agree on a designated substitute holiday within the same year, and that previous holiday will be a normal workday.

Section 2. Holiday pay shall equal the Employee's straight time hourly rate times the number of hours in the Employee's regularly scheduled workday.

Section 3. When Employees are scheduled to work on any paid holiday, they shall receive two (2) times their hourly rate for all hours worked, plus the holiday pay.

## **ARTICLE 35 - VACATIONS**

Section 1. A. Eligible Employees shall be entitled to paid vacation based upon years of service in the Somers school system as follows:

One (1) week after six (6) months of service  
Two (2) weeks after one (1) year of service  
Three (3) weeks after six (6) years of service  
Four (4) weeks after twelve (12) years of service

B. Vacations shall be taken July 1st to June 30th each year. Non-probationary Employees shall be credited with a year's credit each July 1st.

Section 2. Eligible Employees shall file with the Superintendent, during December, vacation requests for the following calendar year. The Superintendent will review such requests and schedule vacations based upon the operational needs of the system and Employee preference by seniority. The vacation schedule shall be posted on designated bulletin boards by February 1. It is further understood that vacation will normally be scheduled during the months of July and August.

Vacation during the school year may be granted in extraordinary cases by the Superintendent based upon the operational needs of the system. During the students' school year, Employees may use up to five (5) individual vacation days with the advance approval of the Superintendent.

Section 3. If a holiday occurs while an Employee is on vacation, said Employee shall receive an additional day off with pay at a time mutually agreeable to the Superintendent. Employees shall not be eligible for sick, personal or holiday pay during vacation periods.

Section 4. Employees shall be paid vacation pay on the basis of their normally scheduled workweek hours.

Section 5. Employees with one (1) year of service who are separated from the Board's service shall receive their prorated accumulated vacation pay.

## ARTICLE 36 - INSURANCE BENEFITS

Section 1. The Board shall provide the following insurance coverage for all Bargaining Unit members who work thirty (30) or more hours per week, effective upon the successful completion of their probationary period of employment. All requests for insurance coverage must be made in writing on approved authorization forms through the Superintendent's office.

Section 2. The plan and benefit descriptions contained herein are summaries only, and are not intended to amend or replace the actual master policies, whose terms shall govern all questions concerning coverage.

Section 3. The Board will pay one hundred percent (100%) of the cost of life insurance for each employee in the amount of fifty thousand dollars (\$50,000).

Section 4. If hepatitis B shots are required by the Board of Education, they will be provided for Employees free of cost.

Section 5. The Board shall provide for employees one hundred percent (100%) of the cost of Disability Insurance (LTD) at a monthly benefit of 60% of salary, up to a maximum of \$2,000. The Board may choose the same carrier for LTD and Life Insurance as long as the benefits remain substantially equivalent.

Section 6. If the Teachers employed by the Board agree to health insurance cost concessions, the Union agrees to participate in contract re-opener negotiations with the Board on that issue.

Section 7. See attached \$2,250/\$4,500 HDHP/HSA plan design; the Board will contribute 50% of the deductible.

Section 8. All premium payments shall be made by payroll deduction pursuant to an IRS Section 125 system.

Section 9. The Employee contribution for health insurance premiums shall be:

Effective:	7/1/20	7/1/21	7/1/22
HDHP/HSA and Dental	19%	19%	19%

Section 10. In the event that insurance premiums to provide contractual health and medical, major medical, and dental insurance are increased during the term of this Agreement, the Board will assume the first fifteen percent (15%) of such increase imposed after July 1, 1994. The Employees will absorb the cost of the next fifteen percent (15%) of any such increase via payroll deduction. The Board shall absorb the cost of the next ten percent (10%) of such increase with the Employees absorbing the next five percent (5%) of any such increase. Thereafter, the Board will pay the entire remaining increase or increases.

Section 11. Voluntary Waiver of Health Insurance Coverage

A. Any UFCW member may elect on a completely voluntary basis to waive Board approved health insurance coverage. UFCW members electing to do so shall sign a voluntary waiver of coverage form prior to the beginning of any contract year, provided they furnish satisfactory proof of comparable coverage elsewhere and provided they have been covered by the insurance they seek to waive for at least one (1) year (except for new hires). Under no circumstances shall such waiver expose the Board to IRS or ACA penalties.

B. In consideration of such voluntary waiver of the entitled insurance coverage, the Board will pay two thousand dollars (\$2,000) to each such Employee in quarterly installments.

C. Any UFCW member who, because of changes circumstances, wishes to revoke his/her insurance waiver may do so by notifying the Superintendent of Schools in writing. Upon receipt of such notification, the Superintendent will contact the applicable insurance carrier and request reinstatement of the member under Board approved health insurance coverage. Any waiver money will be returned on a prorated basis.

D. Insurance coverage waivers are subject to any limitations or restrictions, which may be imposed by the applicable insurance carriers. UFCW members who waive insurance coverage and subsequently apply for reinstatement shall be subject to all reinstatement provisions imposed by the applicable insurance carriers including any waiting period(s). Coverage will be reinstated thirty (30) days after receipt of written reinstatement request if acceptable to the carrier(s). If the request is not accepted, the parties will immediately negotiate over the situation concerning effective date of coverage reinstatement. The terms of this waiver provision must also be acceptable to the underlying carriers.

Section 12. A member of the unit with ten (10) years of service for the Board and having reached a minimum age of 62 may, upon retirement, continue to participate in the group health coverage provided by the Board at the retiree's expense and only until the retiree reaches the minimum age to qualify for Medicare.

## ARTICLE 37 - WAGES

### Section 1. Salary Schedule effective July 1, 2020 (3% increase):

2020-2021	Custodian	Groundskeeper/ Maintenance	Maintenance II
Entry Level	\$19.00	\$20.56	\$20.83
Years 2-3	\$20.02	\$21.82	\$22.00
Years 4-5	\$20.66	\$22.47	\$23.57
Years 6-9	\$22.08	\$23.79	\$25.00
Year 10+	\$22.62	\$24.99	\$26.46

### Section 2. Salary Schedule effective July 1, 2021 (3% increase):

2021-2022	Custodian	Groundskeeper/ Maintenance	Maintenance II
Entry Level	\$19.57	\$21.18	\$21.46
Years 2-3	\$20.62	\$22.48	\$22.66
Years 4-5	\$21.28	\$23.14	\$24.28
Years 6-9	\$22.74	\$24.51	\$25.75
Year 10+	\$23.30	\$25.74	\$27.25

### Section 3. Salary Schedule effective July 1, 2022 (3% increase):

2022-2023	Custodian	Groundskeeper/ Maintenance	Maintenance II
Entry Level	\$20.16	\$21.82	\$22.10
Years 2-3	\$21.24	\$23.15	\$23.34
Years 4-5	\$21.92	\$23.83	\$25.00
Years 6-9	\$23.43	\$25.24	\$26.52
Year 10+	\$24.00	\$26.51	\$28.07

Step progression for eligible employees not at maximum compensation level will be allowed effective each July 1 during the term of this Agreement as provided in Section C. below.

### Section 4. Placement

A. Years represents years of service completed, provided that up to three (3) years credit may be given to an Employee upon initial hire in recognition of prior relevant experience before entering the Bargaining Unit.

B. Movement to levels on the above schedule requires satisfactory completion of the daily job list and satisfactory annual reviews by Supervisors (i.e., building Principals and Supervisor of building and grounds). The agreed upon evaluation document is attached hereto as Appendix A. Although it is necessary to receive a satisfactory evaluation in order to earn annual movement, Employees will

not be unreasonably denied advancement. Any ranking of less than satisfactory may be challenged through the grievance procedure.

C. Advancement from level to level on the above salary schedule will take place effective July 1st of each year. All non-probationary Employees will move to the next level each July 1st.

Section 5. The Head Custodian differential will be two dollars (\$2.00) per hour.

## **ARTICLE 38 - RESIGNATIONS**

Section 1. Written notice of resignation should be filed with the Superintendent of Schools at least two (2) weeks in advance of separation. This notice should include a statement of the reasons for this action.

Section 2. An Employee who terminates in good standing shall be entitled to pay up to, and including, the last day of work.

Section 3. In addition, the Employee shall be paid for any earned vacation time, which has not been taken by the date of termination.

Section 4. Any Bargaining Unit member who, following the successful completion of his/her probationary period, leaves the employ of the Board in good standing and is re-employed by the Board in a Bargaining Unit position within six (6) calendar months of such separation shall, upon rehire, be credited with all past seniority accumulated prior to the separation date.

## **ARTICLE 39 - DISCIPLINE AND TERMINATION OF EMPLOYMENT**

Section 1. No Employee who has completed his/her probationary period shall be discharged or otherwise disciplined except for justifiable cause.

Section 2. Disciplinary actions shall consist of:

- A. verbal reprimands
- B. written reprimands
- C. disciplinary suspensions; and
- D. termination.

Section 3. Copies of all written reprimands shall be mailed to the Union office.

Section 4. In cases of reprimands of a serious nature or ongoing circumstances which may, in the Employer's opinion, create additional problems or possible suspension of an Employee, the Union will be notified of the Employee's warning, which will allow the Union Representative the opportunity to address the problem.

Section 5. When an Employee is discharged or suspended by the Employer, the Union shall be promptly notified, preferably by telephone.

Section 6. Verbal or written reprimands may be issued by the Supervisor of Building and Grounds or the Superintendent or the appropriate building Principal and may be subject to the grievance procedure of this Agreement. Disciplinary suspensions and termination of employment may be imposed by the Superintendent or Board and the Employee may challenge the propriety of such actions through the grievance procedure.

Section 7. Termination of employment may be done by either the Superintendent or the Board.

Section 8. There shall be no requirement for the imposition of any specific type of discipline in any specific order, and all disciplinary action may be challenged through the grievance procedure.

Section 9. If the Employer has reason to verbally reprimand an Employee, it should preferably be done in a manner that does not embarrass the Employee in the presence of other Employees or members of the public.

## **ARTICLE 40 - LONGEVITY PAY**

Section 1. A longevity service increment shall be given to any member at any point on the salary schedule provided total service with the Board meets the required number of years based on the following schedule:

10 years .....	\$600.00
15 years .....	\$700.00
20 years .....	\$900.00

Section 2. Longevity payments will be paid in one lump sum on the pay period following the anniversary date of the Employee.

Section 3. This payment is to be considered as a separate commitment on the part of the Board in recognition of dedicated service and is not to become part of the base salary.

## **ARTICLE 41 - PENSION**

The full text of the pension plan for noncertified organized employees appears in a separate document. This benefit is only offered to employees hired before 7/1/2020. Effective 7/1/2020, the employee's contribution will be 4%. Current employees opting not to participate in the pension plan, and new hires not offered the pension plan, shall receive an annual 403b contribution of \$500, and be permitted to participate in the Board's 403b plan.

## **ARTICLE 42 - UNIFORMS**

- Custodial and maintenance staff are required to wear each day as part of their uniform T-shirts and/or sweatshirts which will be purchased by the district.
- At the start of each new contract year, July 1, (6) t-shirts and (5) sweatshirts will be provided for each union member.
- All permanent union personnel will receive the T-shirts and sweatshirts.

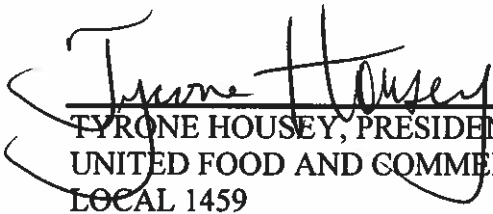
- Once an employee moves beyond “provisional status” they will be issued their shirts and sweatshirts.
- District issued T-shirts and/or sweatshirts are to be worn each day while working in the district.

### ARTICLE 43 - SEPARABILITY

Should any part hereof or any provision herein contained be rendered or declared illegal by an authority of competent legal jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Nothing herein shall be construed to replace or abridge the right of either party to appeal court or administration decrees or decisions. In the event that any part or portion of this Agreement is declared illegal, the parties shall enter into collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal. It is understood and agreed to that all other provisions of the Collective Bargaining Agreement remain in full force and effect.

### ARTICLE 44 - DURATION

THIS AGREEMENT shall be effective July 1, 2020 and shall remain in full force and effect through June 30, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and fifty (150) days prior to the anniversary date that it desires to modify this Agreement.

  
\_\_\_\_\_  
TYRONE HOUSEY, PRESIDENT  
UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL 1459

6/4/19

Date

  
\_\_\_\_\_  
BRUCE DEVLIN, CHAIRMAN  
SOMERS BOARD OF EDUCATION

6/24/19

Date





