

AGREEMENT BETWEEN
THE SIMSBURY BOARD OF EDUCATION
AND
NATIONAL ASSOCIATION
OF GOVERNMENT EMPLOYEES

LOCAL R1-260
EFFECTIVE

JULY 1, 2022 – JUNE 30, 2025



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THIS AGREEMENT MADE AND ENTERED INTO THIS 14th day of June, 2019 by and between the SIMSBURY BOARD OF EDUCATION, (hereinafter called "Board") and the NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES, LOCAL R1-260, (hereinafter called the "Union").

ARTICLE I

PREAMBLE

WHEREAS, the Board and the Union recognize the importance of sustaining a high level of morale among the custodial and maintenance employees; maintaining harmonious relationships between the Board and the custodial and maintenance employees; encouraging the custodial and maintenance employees to provide full service to the Board of Education and the Town of Simsbury; improving the quality of said service; and assuring necessary, usual and beneficial communications between the Board and the custodial and maintenance employees.

NOW THEREFORE, in consideration of these premises and other good consideration, the Board and the Union enter into this Agreement.

ARTICLE II

AGREEMENT

- A. This Agreement has been entered into by virtue of negotiations under Chapter 113, Sections 7-467 through 7-479 of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the wages and hours of employment provided herein.
- B. The provisions of this Agreement shall be in force and effect unless amended in writing by the parties hereto.
 - 1. If there is any previously adopted policy, rule or regulation of the Board which is in conflict with any provision of the Agreement, said Agreement provision shall govern during the term of this Agreement. No such provision shall operate retroactively unless expressly so stated.

ARTICLE III
RECOGNITION

The Board of Education recognizes the National Association of Government Employees, Local R1-260, as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours, and other conditions of employment, for custodial and maintenance employees. Covered employees shall be all full-time employees who are employed in a custodial or maintenance position, and said employees are covered by the terms of this Agreement.

Excluded from coverage are:

- 1) On-call substitute employees;
- 2) Temporary summer employees;
- 3) Part-time employees who work less than 20 hours per week;
- 4) Those positions that are supervisory as may be excluded from coverage under Sections 7-467 to 7-479 of the MUNICIPAL EMPLOYEES RELATIONS ACT inclusive, in accordance with subdivision (2) of Section 7-471.

ARTICLE IV
BOARD RIGHTS AND RESPONSIBILITIES

It is recognized that the Board retains and will continue to retain, whether exercised or not, the rights, responsibilities, and prerogatives necessary to direct the operation of the Simsbury Public Schools in all its aspects, including but not limited to the acquisition, control, and regulation of all property; the employment and supervision of all employees and the organization and administration of the program of the Simsbury Public Schools.

These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

ARTICLE V
NON-DISCRIMINATION

Section 1.

There shall be no discrimination, coercion, or intimidation of any kind against any employee of the Board for any reason whatsoever, on the basis of Union activity either by the Board or the Union, race, color, religion, age, sex, marital status, sexual orientation, gender identity or expression, national origin, ancestry, disability, pregnancy or genetic information, except in the case of a bona fide occupational qualification.

This provision shall be enforced in accordance with applicable statutory and administrative procedures and shall not be subject to the grievance procedure.

Section 2.

Employees shall have, and shall be protected in the exercise of, the right of self-organization, to form, join or assist any employee organization, to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from actual interference, restraint or coercion.

ARTICLE VI
UNION SECURITY AND DUES DEDUCTIONS

I. Dues Deductions

- A. The Board agrees to deduct, once each pay period, Union dues from the pay of those employees who, individually and in writing, authorize such deductions. The amounts to be deducted shall be certified to the Board by the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union.
- B. The Union will inform the Board of the name and title of the Union official responsible for all matters relating to dues.
- C. The Union agrees to save the Board harmless from any claim, actions, or proceedings by any employee arising from dues deductions made by the Board under the terms of this Agreement.

II. Union Security

- A. The Union will be afforded a 30-minute meeting with all new hires to explain the union workings and its benefits to new employees.
- B. The Board will provide in writing annually the number of full-time positions to the union.
- C. Union meetings, not longer than one hour in duration, can be held on working days when school is not in session by mutual agreement between the Union President and the Assistant Superintendent for Administration.

ARTICLE VII

SENIORITY

- I. Seniority, according to this Agreement, shall consist of length of service with the Simsbury Board of Education in the bargaining unit. Employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence, or personal leave of absence of less than ninety (90) days, or layoff of less than two (2) years. Seniority shall not continue to earn, accrue, or accumulate during a personal leave in excess of ninety (90) days or during any layoff period.
- II. Personnel covered by this agreement may apply for transfer or promotion at the time of the announcement of vacancies within the bargaining unit and will be granted a first-round interview. Qualifications shall be stated at the time of a vacancy announcement, and positions may be posted externally concurrently. Past performance and ability to meet job qualifications will be factors considered for those seeking transfer or promotion. If all qualifications are basically equal, seniority shall govern. The final decision will rest with the Superintendent of Schools / designee.
- III. In the event that a lay-off for lack of work is pending or proposed, the Board shall notify the Union President as soon as it is practical, but, in no event less than forty-eight (48) hours prior to the lay-off effective date. No employee covered by this Agreement shall be laid off for lack of work without two (2) weeks' notice, unless two (2) weeks' pay is substituted in lieu of notice.
- IV. An employee with the least seniority within classification as defined in Section 1 shall be laid off first, provided his/her seniority would not allow him/her to bump to a lateral or lower rated job for which he/she is qualified. Laid-off permanent employees with the most seniority shall be rehired first and no new employees shall be hired until all laid-off employees have been given an opportunity to return to work and providing the employee recalled is qualified to fill the vacancy. Laid-

off employees will be retained on a recall list and maintain their seniority status for a period not to exceed two (2) years. An employee who refuses recall, or does not respond within a period of fifteen (15) work days from the date of certified mailing of an offer of re-employment, shall lose all further recall rights.

- V. The Board of Education shall maintain an accurate and up-to-date record of each employee's sick leave and vacation. Employees have access to the information through the on-line Employee Access Center.

ARTICLE VIII

GRIEVANCE PROCEDURE

- A. Purpose and Prerequisite

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.

The grievance procedure shall not be applicable until and unless normal administrative channels for resolving a problem through the level of the Building Principal/Director of Operations or have been followed in good faith.

Unless a grievance is presented in writing within fifteen (15) days of the date of the incident or occurrence giving rise to the grievance, the grievance shall be considered waived.

- B. Definitions

- 1. A "grievance" is a claim that a specific provision of the Agreement has been misapplied or misinterpreted.

- 2. An "aggrieved person" is the employee making the claim.

- 3. A "party in interest" is the person, persons, or union who, in addition to the aggrieved, has a recognized and reasonable interest in the grievance or in its resolution.

- 4. The term "days" means work days.

- C. Procedures

- 1. **Level One**

An employee with a grievance shall discuss it with the immediate supervisor involved with the object of resolving the matter informally.

- 2. **Level Two**

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if the grievance is not resolved within two (2) days after application under Level One, he/she shall submit his/her grievance to the Building Principal if a custodian or Director of Operations or if a member of the maintenance staff. Such

grievance shall be in writing and shall be presented within four (4) days following the disposition under Level One or six (6) days following the discussion under Level One, whichever is sooner.

3. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within four (4) days following submission of the grievance under Level Two, the aggrieved person shall forthwith present the written grievance to the Superintendent of Schools or his/her designee. The Superintendent of Schools or his/her designee shall notify the aggrieved person of his/her decision in writing, within five (5) days from the day the grievance was submitted to him/her.

4. Level Four

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she shall, in writing, request the Union Committee to submit his/her grievance to mediation. Such request shall be presented within five (5) days following a decision under Level Three.

(b) If the Union Committee determines that the grievance is meritorious and that submitting it to mediation is in the best interests of the school system, the Union Committee shall recommend to the full Union Membership that the Union submit the grievance to mediation within ten (10) days after receipt of a request by the aggrieved person to submit the grievance to mediation..

(c) If the Union, in the foregoing manner, determines that the matter should be submitted to mediation, and so notifies the Board in writing, a written request by either party to this Agreement shall be forwarded to the State Board of Mediation and Arbitration.

(d) The mediation decision of the State Board of Mediation and Arbitration shall not be binding on any party.

4. Level Five

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Four, he/she shall, in writing, request the Union Committee to submit his/her grievance to arbitration. Such request shall be submitted within five (5) days following a decision under Level Four.

(b) If the Union Committee determines that the grievance is meritorious and that submitting it to arbitration is in the best interest of the school system, the Union Committee shall recommend to the full Union Membership that the Union submit the grievance to arbitration within ten (10) days after receipt of a request to do so by the aggrieved person.

(c) If the Union, in the foregoing manner, determines that the matter should be submitted to arbitration and notifies the Board in writing, a written request for arbitration by either party to this Agreement shall be forwarded to the State Board of Mediation and Arbitration, or by mutual agreement of the Union and the Board, to the American Arbitration Association.

(d) The arbitration decision of the State Board of Mediation and Arbitration, or if applicable, the American Arbitration Association shall be binding on all parties.

The cost of arbitration shall be borne equally by the Union and the Board.

D. Miscellaneous

1. The Board and the Union agree that the grievance proceedings shall be kept as informal and confidential as may be appropriate consistent with statutory requirements.

2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement in writing for cause shown.

3. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved person or the Union to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved person of the decision rendered and such decision shall thereafter be binding upon all parties.

4. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and the administration until such grievance and any effect thereof shall have been fully determined.

5. Meetings held under this procedure shall be held at a time and place which will afford a fair and reasonable opportunity for all proper persons to be present. Persons proper to be present for the purposes of this article are defined as the aggrieved person, his/her representative and witnesses.

6. The aggrieved person may be represented at any step of the grievance procedure by a person of his/her choosing. When an aggrieved person is not represented by the Union, the Union shall have the right to be present and to state its views at all steps of the grievance procedure.

7. The Union President or Union representative and aggrieved person shall be allowed time to process a grievance without loss of pay to the extent of a reasonable number of hours per fiscal year not to exceed a total of forty (40) hours per year. In the event that the 40-hour limit is to be exceeded in a given fiscal year, the 40-hour limit may be adjusted by

mutual agreement of the Superintendent of Schools or his/her designee and the Union President.

ARTICLE IX

WORKING HOURS

- A. The basic work week shall consist of five (5) consecutive eight (8) hour days, normally Monday through Friday, except for those employees whose services for educational programs and activities sponsored by the Board are determined by the Superintendent of Schools or his/her designee to require other basic work weeks.

In the event a work week other than Monday through Friday is required, volunteers will be sought before any employee is assigned to the new work week. A rotation assignment within the building will be utilized unless initial employment requires other than the normal Monday through Friday work week.

Starting and finishing hours shall be determined by the particular needs of each individual school as determined by the Superintendent of Schools or his/her designee.

- B. When school is not in session, and weather is not a factor, employees have the choice of working either the day shift or the night shift without loss of pay or benefits with the approval of the Superintendent of Schools or his/her designee. The working hours of individual employees shall not be changed without two (2) weeks' advance notice, except for emergencies. An employee called to work prior to his/her regularly assigned work shift shall be allowed to work his/her regular shift at his/her option.
- C. Night shift custodial employees may be called in by their Senior Custodian to work the day shift on days in which school is closed by the Superintendent of Schools due to snow conditions. In such conditions, the night shift personnel will begin work no earlier than 9:00 a.m. and will complete an 8-hour work schedule. If any employee needs to remain on the night shift in such conditions, it will be his/her prerogative to do so.
- D. The hours and days off of an individual employee or group of employees shall not be changed, altered, or modified to avoid the payment of overtime, unless the employee requests the change and unless the change is in accordance with paragraph B above.
- E. Shift changes within classification shall be made by seniority. The term "classification" shall be interpreted as follows:
1. Custodial employees within wage category as displayed in Article XV,
 2. Maintenance employees within wage category.
 3. The Superintendent of Schools or designee reserves the right to leave a night supervisory custodian on the night shift to perform supervisory duties.

ARTICLE X

OVERTIME

- A. When a paid holiday, hereinafter defined, falls during the work week, it shall be included as regular hours worked in determining the existence of overtime.
- B. For all Board of Education functions, overtime shall be paid as follows:
 - 1. Time and one-half the regular hourly rate shall be paid for each hour worked in excess of eight (8) in one day or forty (40) in any one week, or for all work performed on Saturdays.
 - 2. Double the regular hourly rate shall be paid for all work performed on Sundays and holidays.
- C. For all rental functions, overtime shall be paid as follows:
 - 1. Time and one-half the regular hourly rate shall be paid for each hour worked in excess of eight (8) in one day or forty (40) in any one week.
 - 2. Time and one-half will be paid for Saturday work when the normal work week is Monday through Friday.
 - 3. Double the regular hourly rate shall be paid for each hour worked on Sundays and holidays.
 - 4. Minimum fees paid are based on two (2) hour minimum charge, except when custodians are normally on duty at the time immediately preceding rental of school buildings.
 - 5. A two (2) hour minimum notice of cancellation of any rental shall be required or a minimum charge shall be applicable unless said cancellation is due to an act of God.
- D. Time and one-half the regular hourly rate shall be paid for all scheduled building checks conducted on Saturdays. Double the regular hourly rate shall be paid for all building checks conducted on Sundays or holidays. Employees will receive a minimum of two hours pay to conduct a building check, and the employee is expected to be on site for the two-hour duration. Building checks shall continue to be conducted by the senior custodian or some other responsible member of the custodial or maintenance staff, but not excluding the supervisory personnel, designated by the Director of Operations.
- E. All overtime work shall be distributed equitably (see Exhibit A Custodial/Maintenance Overtime Distribution Procedures) on an hourly basis in each school among off-duty qualified employees from a list compiled alphabetically by job category. Employees refusing an overtime assignment shall be charged a turn on the distribution basis for the actual value in hours of the job refused. In the event a school building cannot be covered for an overtime

assignment by its regular staff, the Director of Operations or may assign some other responsible member of the custodial or maintenance staff, but not excluding the supervisory personnel, to perform this task. Employees shall be given as much advance notice as possible for overtime assignments. Employees not contacted personally will not be charged a turn on the distribution chart. Employees are expected to provide a working phone number when snow conditions are forecasted for weekends and holidays, and they are expected to return messages left by the senior custodian or Director of Operations.

Full-time employees shall be given right of first refusal on special events/activities. Special events shall be defined as any event conducted outside the normal school day.

- F. Employees temporarily transferred to another school shall be allowed to continue participating in overtime assignments at their regularly assigned school.
- G. The rate of compensation for snow removal by school personnel using school-owned trucks will be as follows:
 - 1. Time and one-half the regular hourly rate shall be paid for each hour worked outside the normal work day.
 - 2. The regular hourly rate shall be paid for each hour worked during the regularly scheduled work day.
 - 3. Time and one-half the regular hourly rate shall be paid for each hour worked on Saturdays. Double the regular hourly rate shall be paid for each hour worked on Sundays and holidays.

At conclusion of an eight (8) hour work day, the employee responsible for system-wide snow removal has the option to leave work if the snow removal is completed. A maximum of one supervisor will plow snow with bargaining unit personnel except in an emergency situation.

- H. Employees shall be compensated at the overtime rate for meetings they are required to attend when such meetings require attendance beyond the normal forty (40) hour work week and when such meetings are called by the Superintendent of Schools or his/her designee or the Director of Operations.

ARTICLE XI

HOLIDAYS

- A. The following holidays shall be given all employees covered by this Agreement as paid holidays:
1. New Year's Day - January 1
 2. Martin Luther King Day
 3. President's Day
 4. Good Friday
 5. Memorial Day - Last Monday in May
 6. Independence Day - July 4
 7. Labor Day - First Monday in September
 8. Columbus Day - Second Monday in October
 9. Thanksgiving Day
 10. Day after Thanksgiving
 11. Day before Christmas
 12. Christmas Day - December 25
 13. Winter Break Holiday (date determined annually)

Full-time employees shall be given a total of thirteen (13) paid holidays.

- B. Paid holidays occurring on Saturday shall be observed on the preceding Friday provided there is no school on said Friday. Paid holidays occurring on Sunday shall be observed on the following Monday provided there is no school on said Monday.
- C. Whenever any of said holidays shall fall during the paid vacation of an employee, said holiday shall not be charged against the employee's earned vacation time.
- D. In the event of personal illness on the work day preceding or following a holiday period, an employee may be requested by the Superintendent of Schools or the Assistant Superintendent for Administration to furnish a doctor's certificate of illness. In the event that the employee cannot furnish such a certificate, he/she shall forfeit his/her holiday pay. The employee's holiday pay shall not be forfeited if said employee, as requested by the Superintendent of Schools or the Assistant Superintendent for Administration, furnishes a doctor's certificate of illness.
- E. Any employee covered by this agreement who has a record of one year's perfect attendance not interrupted by sick leave, unauthorized absences, days of leave with no salary, or leave of absence without pay, shall be entitled to one (1) day off with pay. The earned day shall be taken the following fiscal year at a date to be determined by mutual agreement between the supervisor and employee.

ARTICLE XII
VACATIONS

A. Vacation benefits shall be granted to those eligible employees based on vacation earned in the prior year. July 1st of each year will be the date for computing accrued vacation benefits.

B. Employees will be granted vacation based on years of service as follows:

1-5 Years Completed = 13 Work Days

6-10 Years Completed = 18 work days

11-15 Years Completed = 19 work days

16-19 Years Completed = 22 Work Days

20 or more years completed = 25 work days

Between date of hire and the next July 1st, new employees will receive up to five vacation days, prorated based on the date of hire.

C. Pro-rata vacation pay shall be given to an employee whose work and attendance has been deemed satisfactory in the event of voluntary termination of service with the Board of Education.

D. The vacation period within each building or department shall be set by mutual agreement among the Principal/Director of Operations and the employees with the approval of the Superintendent of Schools or his/her designee at any time during the fiscal year. Such scheduling preferences shall be based on seniority as is currently practiced.

E. With 48 hours advance notice, employees may take vacation one (1) day at a time with permission of the Principal and the approval of Superintendent of Schools or his/her designee.

F. Employees may carry over a maximum of five (5) vacation days into the following year. More than five days may be approved for carry over in extraordinary circumstances as determined by the Superintendent of Schools or his/her designee. The specific circumstances will be documented in writing on the signed approval form.

ARTICLE XIII

LEAVE PROVISIONS

A. Sick Leave

Each full-time custodial and maintenance employee covered by this Agreement shall be entitled to 18 days per year for personal illness with full pay accrued on July 1st of each year. "Personal illness" may be defined to include, for up to fifteen (15) days per year, illness or death in the immediate family of an absent employee covered by this Agreement. Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the Board, and as authorized by the Board, but such accumulation of sick leave shall not be more than one hundred and sixty (160) work days. A physician's certificate may be required as deemed necessary by the Superintendent of Schools or his/her designee only if there is a past history of absence abuse and the request for documentation is not discriminatory. Failure to provide written medical documentation within one week of the request will result in a salary deduction for the day(s) not validated by a licensed medical physician.

B. Personal and Other Leave

1. Each full-time custodial and maintenance employee covered by this Agreement shall be entitled to a total of five (5) Paid Time Off (PTO) days leave of absence annually (not cumulative) with full pay.
2. Application for leave in the provisions above shall be made to the Superintendent of Schools or his/her designee at least forty-eight (48) hours before taking such leave (except in the case of emergencies). Employees shall make every effort to make such request as far in advance as possible, and the Board shall make every effort to process such a request as expeditiously as possible.
3. Paid Time Off and other leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the employee is entitled.
4. For leaves of absence other than those covered by leave policies, the per diem rate of deduction shall be the actual hourly rate times the usual number of hours in the employee's work day.
5. a. The Board of Education and Superintendent of Schools or his/her designee may grant leaves of absence without pay for a period not to exceed one (1) year if it is in the best interests of the school system and does not interfere with the welfare of the children. Requests for such leave shall be made in writing to the Superintendent of Schools or his/her designee and shall include a statement of the reasons and the length of the leave required. Employees granted such leave shall be given consideration for any open position within their category available at the termination of the leave period.

- b. Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of the absence. Any vacation time due to an employee at the time of taking said leave of absence without pay may be paid at that time.
6. Workers' Compensation, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness, 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 the employee a percentage of his/her salary or average earnings during the period of disability. When the absence of a person employed under this Agreement is covered by Workers' Compensation, said employee shall also be entitled to partial sick leave payment on a pro-rata basis, but total compensation shall not exceed the employee's regular rate of pay. No deduction of days from the accumulated sick leave of the employee receiving benefits under Workers' Compensation and partial sick leave payment shall be charged against accumulated sick leave for the first sixty (60) days, with the Board assuming the difference between Workers' Compensation and employee's regular pay during that period.

After the first sixty (60) days, the deduction of days from the accumulated sick leave of the employee receiving benefits under Workers' Compensation and partial sick leave payment simultaneously shall be on a pro-rata, partial-day basis. Said deduction of partial days from the employee's accumulated sick leave per day of absence under Workers' Compensation shall be equivalent in percentage to that part of the employee's regular salary not covered by Workers' Compensation payments through the terms of coverage by Workers' Compensation.

All payments on injury leave shall be made subject to the same rules and regulations as Workers' Compensation Insurance and shall not be payable if the accident shall have been due to intoxication or willful misconduct on the part of the employee.

7. The year beginning each July 1st shall be the period for computing leave provisions.

C. Union Leave

Officers or delegates of the Union, with prior notice and approval from the Superintendent or his/her designee, shall be granted leave from duty with full pay to attend labor conventions and/or educational conferences, provided that the total leave for the bargaining unit under this section shall not exceed a total of five (5) days in any fiscal year (July 1 - June 30).

ARTICLE XIV

WAGES

A. Effective July 1, 2022:

1. A 2.8% general wage increase shall be granted for 2022-23, 2023-24, and 2024-25,
2. All earned increments shall be granted.
3. The Board shall provide reimbursement to Skilled Level Maintenance employees for the renewal of trade licenses.

The following wage schedule shall be effective July 1, 2022:

	<u>Step</u>	<u>YR 1</u> <u>2022-23</u> 2.80%	<u>YR 2</u> <u>2023-24</u> 2.80%	<u>YR 3</u> <u>2024-25</u> 2.80%
Custodian I				
Day Shift General Custodian	1	\$27.46	\$28.22	\$29.01
	2	\$28.27	\$29.06	\$29.87
	3	\$29.02	\$29.84	\$30.67
	4	\$29.29	\$30.11	\$30.95
Custodian II				
Senior Custodians in schools employing less than five (5) custodians	1	\$30.59	\$31.45	\$32.33
Day Supervisory Custodian (High School)	2	\$31.49	\$32.38	\$33.28
Night Supervisory Custodian	3	\$32.30	\$33.20	\$34.13
(Middle School / Elementary Schools)	4	\$32.56	\$33.47	\$34.41
Custodian III				
Senior Custodians in schools employing five (5) to ten (10) custodians	1	\$31.49	\$32.38	\$33.28
Night Supervisory Custodian (High School)	2	\$32.30	\$33.20	\$34.13
	3	\$33.07	\$34.00	\$34.95
	4	\$33.34	\$34.27	\$35.23
Custodian IV				
Senior Custodians in schools employing more than ten (10) custodians	1	\$33.07	\$34.00	\$34.95
	2	\$34.02	\$34.97	\$35.95
	3	\$34.84	\$35.82	\$36.82
	4	\$35.10	\$36.09	\$37.10

	<u>Step</u>	<u>YR 1 2022-23</u>	<u>YR 2 2023-24</u>	<u>YR 3 2024-25</u>
Night Custodian - An additional thirty (30) cents per hour to the Custodian I classification shall be paid				
Night Shift General Custodian	1	\$27.78	\$28.56	\$29.36
Second Shift General Custodian	2	\$28.60	\$29.40	\$30.22
	3	\$29.35	\$30.18	\$31.02
	4	\$29.62	\$30.45	\$31.30
Third Shift General Custodian - An additional thirty-five (35) cents per hour to the Custodian I classification shall be paid				
Third Shift General Custodian	1	\$27.84	\$28.62	\$29.42
	2	\$28.65	\$29.45	\$30.28
	3	\$29.41	\$30.23	\$31.08
	4	\$29.67	\$30.50	\$31.36
Maintenance I				
Day Shift General Maintenance	1	\$29.28	\$30.10	\$30.94
	2	\$30.09	\$30.93	\$31.80
	3	\$30.85	\$31.71	\$32.60
	4	\$31.11	\$31.98	\$32.88
Maintenance II - An additional fifteen (15) cents per hour to the Maintenance I classification shall be paid				
Day Shift School Custodial Maintainer	1	\$29.44	\$30.27	\$31.11
Night Shift General Maintenance	2	\$30.25	\$31.10	\$31.97
Second Shift General Maintenance	3	\$31.01	\$31.88	\$32.77
	4	\$31.27	\$32.15	\$33.05
Maintenance III - An additional twenty (20) cents per hour to the Maintenance I classification shall be paid				
Third Shift General Maintenance	1	\$29.50	\$30.32	\$31.17
	2	\$30.31	\$31.16	\$32.03
	3	\$31.07	\$31.94	\$32.83
	4	\$31.33	\$32.21	\$33.11
Maintenance IV				
Carpenter, Mechanic, Groundskeeper	1	\$30.40	\$31.25	\$32.12
	2	\$31.23	\$32.11	\$33.00
	3	\$31.94	\$32.84	\$33.76
	4	\$32.21	\$33.11	\$34.04
Skilled Level Maintenance				
Requiring State of Connecticut Licensing	1	\$34.17	\$35.13	\$36.11
(to include plumber, HVAC mechanic and cabinetmaker)	2	\$35.10	\$36.09	\$37.10
	3	\$36.07	\$37.08	\$38.12
	4	\$36.33	\$37.35	\$38.40

- B. New custodial or maintenance employees shall be assigned to a step on the salary schedule consistent with their past work experience as determined by the Superintendent of Schools or his/her designee.
- C. New custodial or maintenance employees shall serve a six (6) month probationary period and will be evaluated at that time. At the end of the ninth month of employment, there will be a second evaluation, and, if the employment of the new employee is continued, said employee shall be granted the next step on the salary schedule; thereafter, one year from date of employment said employee shall be granted the next higher step on the salary schedule, if he/she is not at maximum based on satisfactory performance.
- D. The Board shall continue to distribute pay checks on the regular pay day. If a holiday occurs on a pay day, payments shall be made on the last working day preceding the holiday.
- E. Longevity payments shall be due all personnel covered by this Agreement in accordance with the following schedule:

- 1. Employees completing ten (10) years of service with the Board shall receive a single payment payable in December as follows:

2022-25	\$950
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- 2. Employees completing fifteen (15) years of service with the Board shall receive a single payment payable in December as follows:

2022-25	\$1050
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- 3. Employees completing twenty (20) years of service with the Board shall receive a single payment payable in December as follows:

2022-25	\$1150
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- F. The employees assigned to the maintenance category shall continue their hourly rate of pay when assigned custodial responsibilities on a substitute basis by the Superintendent of Schools or his/her designee. Such assignment should not exceed thirty (30) working days per single incident per single maintenance employee, except in cases of emergencies.
- G. Custodians who substitute for the Head Custodian shall be paid the Head Custodian's hourly rate for all time acting in that capacity when such substitution consists of 20 consecutive work days or more.

H. Reimbursement for Courses/Training:

Custodians/maintenance employees will be granted tuition reimbursement for courses or skilled-level trade trainings up to a maximum allowance of \$500 per fiscal year, provided that prior approval has been granted by the Superintendent or his/her designee, and that a certificate of satisfactory completion of coursework, along with a receipt indicating payment for the course, has been submitted to document the request for reimbursement.

Custodians/maintenance employees will also be granted reimbursement for conferences or other professional development opportunities, to a maximum allowance of \$250 per fiscal year, provided that prior approval has been granted by the Superintendent or his/her designee, and that evidence of satisfactory completion of the professional development, along with a receipt indicating payment, has been submitted to document the request for reimbursement.

Custodians/maintenance employees will not be required to use personal leave for the purposes of attending a professional conference on a contracted day.

ARTICLE XV
INSURANCE AND PENSION BENEFITS

A. Life Insurance

Twenty-five thousand dollars (\$25,000) of life insurance coverage is provided at Board expense. Individuals may purchase additional life insurance on a 50%/50% Board-employee shared-cost basis. The maximum amount available, which shall include the twenty-five thousand (\$25,000) dollar coverage provided at Board expense, shall not exceed twice the annual salary of the insured, computed to the nearest higher thousand, with an over-riding maximum of one hundred thousand dollars (\$100,000).

B. Board of Education Health Insurance Program

1. There are three health insurance options available to employees hired before July 1, 2016. For new hires or those newly eligible for health insurance on or after July 1, 2016 or thereafter, the only health insurance plan will be the High Deductible Health Plan (HDHP) outlined further below. The Board-employee shared cost basis is indicated in the following schedule as well as in Exhibit B attached to this agreement.

Preferred Provider Organization (PPO)

Individual / dependent contribution:

Year	Board Contribution	Employee Contribution
2022-23		Buy-Up
2023-24		Buy Up
2024-25		Buy Up

Health Maintenance Organization (HMO)

Individual / dependent contribution:

Year	Board Contribution	Employee Contribution
2022-23		Buy-Up
2023-24		Buy Up
2024-25		Buy Up

High Deductible Health Plan (HDHP)

Individual / dependent contribution:

Year	Board Contribution	Employee Contribution
2022-23	81.5%	18.5%
2023-24	81%	19%
2024-25	80.5%	19.5%

Note: "Buy-up" is the option to participate in the HMO or PPO by paying the difference between (1) what the Board would have paid in premium or premium equivalent plus the applicable Board payment to offset the deductible amount for the HDHP and (2) the cost of participating in the HMO or PPO.

2. Additional Plan Information

Preferred Provider Organization (PPO-In Network)

There is no annual deductible cost to the individual, no family deductible, and no co-insurance costs for those expenses incurred within the Network of doctors and hospitals. This Plan includes an unlimited lifetime maximum.

Preferred Provider Organization (PPO-Out-of-Network)

The annual deductible for out-of-network is \$500 individual / \$1000 individual plus one / family \$1,500 80% / 20% co-insurance on a calendar year basis, after the insured has paid \$1500 individual / \$3000 individual plus one / \$4500 family in benefit payments including deductible, covered expenses are paid 100%. This plan includes a \$2,000,000 lifetime maximum.

Health Maintenance Organization (HMO)

There is no annual deductible for the individual and their families as long as they stay in the HMO Network. This Plan has no lifetime maximum if services are

provided in Network. Out of the HMO Network the individual has total responsibility for medical expenses, except in an emergency.

High Deductible Health Plan (HDHP)

- Prescription co-pays (\$5/\$30/\$45) apply after the deductible is satisfied.
- The deductibles shall be \$2,000/\$4,000, and employees will be enrolled in a Health Savings Account (HSA).
- The Board's deposit to the HSA shall be made 50% in the first pay date in July and 50% in the first pay date in January.
- Board deposit to the HSA is \$1000 individual/\$2000 family.
- Employees hired and eligible for health insurance before July 1, 2016 who elect to participate in the HDHP may change insurance options during district open enrollment.
- For employees not eligible for a health savings account (HSA), the Board is committed to providing alternatives, including but not limited to health reimbursement accounts (HRAs) where appropriate.
- Participants enrolled in HDHP plans will be enrolled in an Eye Exam only plan through Cigna effective July 1, 2022. Members enrolled in the Exam Only Plan will receive a new Vision Exam Only ID card from Cigna.

Plan design changes in PPO and HMO as follows:

- Office visit \$30
- Specialist visit \$40
- ER \$125
- Urgent Care \$75
- Inpatient \$250
- Out-patient \$250
- Imaging \$75/\$375

The Board will implement an exclusive specialty pharmacy program for medications used to treat complex medical conditions effective July 1, 2022.

Retiree Health Insurance

All employees retiring on or after 7/1/97 will receive as a health insurance program, the program(s) in place for active employees as long as their coverage is uninterrupted. Employees who retired prior to July 1, 1997 will be given the option to select one of the options available to active employees. To be eligible for coverage continuation, a retiree must have attained the age of at least 55 at retirement and have 15 years of service with the Simsbury Board of Education.

C. Board of Education Employee Benefit Program

1. For employees who retire after July 1, 1989, the Board shall provide the retiree annually thereafter the sum of \$600.00 towards the retiree's health insurance provided he/she remains enrolled in the group plan of the Simsbury Public Schools, has reached age 62, and has 10 years of service.
2. The Prescription Drug Benefits Program includes the following co-payments for the HMO and PPO:

	<u>2022-25</u>
Generic – Retail	\$10.00
Generic – Mail Order	\$20.00
Brand Preferred – Retail	\$25.00
Brand Preferred – Mail Order	\$50.00
Brand Non-Preferred – Retail	\$40.00
Brand Non-Preferred – Mail Order	\$80.00

The Board will implement appropriate Prescription Plan Management provisions, including Prior Authorization, Step Therapy, Quantity Limits, and Mandatory Generic Substitution. The Board will implement Cigna's value formulary on July 1, 2020.

3. The Board agrees to implement a plan for pre-tax deductions in accordance with IRS Section 125.

D. Dental Plan

The Board will provide a dental plan on the following cost basis: individual coverage may be purchased on an 95% / 5% Board-employee shared-cost basis. Qualifying individuals may purchase dependent coverage on an 85% /15% Board-employee shared-cost basis, with a maximum annual benefit of \$1,500 per individual.

E. Vision Plan

The Board will offer a Voluntary Vision Plan (100% employee paid) to benefit-eligible employees and their dependents. In order to be eligible, employees must work a minimum of 30 hours.

F. Long-term Disability Plan

A long-term disability income plan is available on a 50%/50% Board-employee shared-cost basis.

G. Filing and Content of Insurance Plans

Details of all insurance plans are filed in the office of the Board of Education and may be examined there during regular office hours. The actual terms and conditions of these plans shall determine the benefits for which employees may be eligible, and this Agreement will not be construed to alter these plans or grant additional benefits not provided in them.

H. Alternate insurance programs with equivalent or better benefits may be substituted for those named above with the approval of the Board and the union membership.

I. Town of Simsbury - Retirement Plans

The parties hereto acknowledge the existence of an employee retirement program of the Town of Simsbury applicable to the employees employed for thirty-two and one-half (32-1/2) hours per week or more on a regular schedule. Below are descriptions of the two types of plans. It is further agreed to amend the Town Retirement Plan for employees covered by this agreement as follows:

1. Defined Benefit Retirement Plan

- a. Increase disability from \$300 to \$500 per month.
- b. Normal retirement age is 65 years. However, an employee may retire on or after age 62 with no reduction in accrued benefits provided the employee has completed at least 25 years of service.
- c. Employees will be 100% vested in the retirement plan after the completion of five (5) completed years of service. The early retirement percentage factor has been reduced from 5% to 4%.
- d. The Board agrees that it will not change the benefits of the Pension Plan without first negotiating such matters with the Union.
- e. The Board will provide annually upon request to the Union President a copy of the annual pension actuarial valuation report.
- f. Upon receipt of written notification, the Board will provide the retirement benefit summary (which is calculated by the Board's actuarial firm) to employees who are within twelve (12) months of their requested retirement date. Employees should request the retirement benefit summary at least 4 months prior to the requested retirement date in order to ensure that they have enough time to plan for a smooth transition.

- g. The annuitant factor will be 1.5% for all years of service up to July 1, 1996. For years of service after July 1, 1996, the annuitant factor will be 2.0%. NAME employees will contribute 4.5% of their earnings effective July 1, 2015.

2. Defined Contribution Retirement Plan

Effective December 10, 2013 any new pension eligible employee will be enrolled in a Board of Education defined contribution plan. The Board will contribute an amount equal to 5% of the employee's earnings to this plan, and there will be no required employee contribution. (The employee's earnings will use the same definition of compensation as in the Defined Benefit Retirement Plan.) The vesting period will be 5 years ("rolling"), with 20% of the value of the plan available after one completed year of service and an additional 20% of the value of the plan available after each completed year of service up to the 5th year.

- J. Retired employees covered by this Agreement eligible for Town Pension shall be provided a paid-up \$7,500 Life Insurance Policy at the Board's expense.
- K. Pre-retirement spousal death benefit. Eligibility: Must be eligible for early retirement and married at least one full year prior to death. Benefit: 100% of pension benefit accrued to date of death reduced by the appropriate early retirement and joint-and-survivor factors reducing to 50% after the first five years.

ARTICLE XVI

HEALTH EXAMINATION

- A. Board employees covered by this Agreement shall be required to have a complete physical examination prior to employment. Health certificates completed by the examining physician shall become part of the employee's permanent record. Waivers shall be completed by the employee to cover all old injuries as determined by examination. Physical examinations prior to employment shall be at Board expense when performed by the Board's physician; physical examinations prior to employment when performed by a physician of the applicant's choice shall be at Board expense to a maximum of \$25 per examination.

ARTICLE XVII

GENERAL PROVISIONS

- A. If any article or section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

- B. Every employee shall have the right to see and review his/her personnel file by appointment with the Superintendent of Schools or his/her designee.
- C. When the Board declares a special holiday, day of mourning, or other event, said day shall be considered as an additional holiday under Article XII of this Agreement.
- D. There shall be no alteration, variation, nor amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. The signatures of the union president and national representative are required for Union adoption of any change to this Agreement.
- E. The Board shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.
- F. All job vacancies shall be posted for five (5) days prior to filling the position. Bargaining unit vacancies shall be filled whenever possible within 45 days of posting of the position.
- G. The Board shall provide bulletin board space for the Union located in the custodial or boiler room for posting of Union business.
- H. The Board and the Union shall cooperate fully in matters of safety, health, and sanitation affecting the employees as soon as possible all of which matters are contained in this Agreement. The parties shall meet twice per year to carry out the intent of this section.
- I. No bargaining unit member shall be disciplined or discharged without just cause.
- J. Two members, if needed, of the Union Negotiating Committee shall be granted leave from duty, totaling forty (40) man hours annually, with full pay for all meetings between the Board and the Union for the purpose of negotiating the terms of agreement when such meetings take place at a time during which such members are scheduled to be on duty. It is understood by this Agreement that no overtime hours are to be worked and that the employee returning to his/her job assignment after negotiating would have the obligation to make sure that his/her area is cleaned within a reasonable time not to exceed a week.
- K. Prior to any reduction in force affecting full-time employees the Board agrees to lay off part-time employees before full-time employees.
- L. The Board of Education retains its right to use outside contractors for custodial/maintenance projects beyond regular services.
- M. Custodial and maintenance staff are expected to report to work regardless of weather except when the roads are closed by state or local officials. Employees shall not be charged a vacation or personal day nor shall they suffer a loss of pay for observing the travel ban.

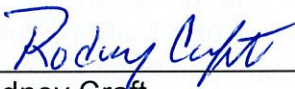
ARTICLE XVIII

DURATION

This Agreement, covering Custodial and Maintenance personnel, shall be effective on the 1st day of July 2022 and shall remain in full force and effect until the 30th day of June 2025.

THE NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES,
LOCAL RI-260,

SIMSBURY BOARD OF EDUCATION

By: 
Rodney Craft
President, Local R1-260

By: 
Susan Salina, Chairperson

**CUSTODIAL/MAINTENANCE OVERTIME
DISTRIBUTION PROCEDURES**

The Custodial/Maintenance Overtime Chart will be filled out on a weekly basis throughout each month. The head custodian at each school is responsible for maintaining a log of these overtime sheets. This document replaces any and all existing documents regarding Custodial/Maintenance Overtime Distribution Procedures

A. Distribution

For the sole purpose of preventing favoritism or discrimination in the distribution of overtime, overtime will be distributed equitably among the qualified employees under the jurisdiction of each supervisor who are regularly employed within the school building or department. In order to equalize compensation and the recording overtime hours worked for employees, hours paid at time and one-half or double time will be as follows: four (4) hours at time and one-half shall be equivalent of three (3) hours double time.

Such overtime distribution shall be made without regard to the shift on which the overtime occurs. There is no obligation to distribute overtime equitably between employees under the jurisdiction of different supervisors or buildings.

1. For the sole purpose of preventing favoritism, overtime will be distributed to the lowest available person qualified.
2. All overtime worked will be charged to the base building, and also charged to the base building for refusal when not worked.
3. Pre-scheduled overtime will be distributed on Tuesday in a group setting during the school calendar year (except Monday during summer hours).
4. All requests received after Tuesday will be treated as special or emergency situation to be offered to the lowest available qualified man when applicable.

B. What Constitutes a Contracted Event?

For the purpose of equitable distribution and record keeping, the overtime recording for an employee scheduled to work "contracted event" will be charged as follows: 1. The event; 2. The pre and post building check. (Clean-up will be submitted to the Plant Facility Manager or Head Custodian on a time card by the following Monday.)

When a contracted event is expected to be ten (10) hours or beyond, the overtime should be split into two equal shifts prior to distribution.

C. What Happens If Employee Is Not In Building At Time of Distribution?

The obligation of the Senior Custodian, Plant Facilities Manager, Supervisor of Maintenance or the Director of Operations or in contacting a person for an overtime assignment if he/she is not in the school building, is to place one telephone call to the number provided by the employee (cell or home).

D. Refusal of Overtime

When an employee is contacted personally to take an overtime job and he/she refuses the job, he/she will be charged a turn on the distribution based upon the procedures in Section A.

E. How Does Sickness or Vacation Impact Overtime?

When an employee is either out sick or on vacation, he/she is for overtime assignments considered to be not available. However, when an employee within a given school has been on vacation or out sick for five (5) or more consecutive working days, upon his/her return in terms of overtime assignments, he/she will be given the same number of total overtime hours as the lowest man on the list of eligible employees within that school or department.

Example:

School X has 5 eligible employees to receive overtime. On September 30, all of the 5 employees have been charged for 40 hours of overtime. On October 1, Employee A goes into the hospital and will return to work on November 1. During the absence of Employee A the other four men continue to receive overtime. On November 1, the overtime distribution looks like this:

Employee B	60
Employee C	57
Employee D	63
Employee E	56

Employee A would now be equivalent to Employee E with 56 hours. The next overtime assignment would be offered to either Employee A or E depending upon whose name comes first alphabetically.

F. Grievance

A grievance alleging failure of the Board to comply with subsection (A) above must show a substantial inequity in such overtime distribution.

