

AGREEMENT

BETWEEN

THE SHEPAUG VALLEY REGIONAL SCHOOL DISTRICT
No. 12

BOARD OF EDUCATION

AND

THE SHEPAUG VALLEY CUSTODIANS AND CAFETERIA
SCHOOL EMPLOYEES

LOCAL 1303-109 OF COUNCIL #4
AFSCME, AFL-CIO

JULY 1, 2021 - JUNE 30, 2024

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**Custodian/Cafeteria Agreement
Region 12 Board of Education
July 1, 2021 - June 30, 2024**

This Agreement is effective upon mutual execution by and between the Shepaug Valley Regional School District No. 12 Board of Education (hereinafter referred to as the Board) and the Shepaug Valley Custodian and Cafeteria School Employees, Local 1303 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union).

**ARTICLE I
RECOGNITION**

Section 1.0

The Board hereby recognizes the Union as the sole and exclusive representative for all employees in the unit consisting of all custodians, maintenance, and cafeteria personnel employed by the Board, with the exception of seasonal, substitute and temporary employees, for bargaining with respect to wages, hours and other conditions of employment. All employees working a minimum of twenty-five (25) hours per week will be covered by this contract.

Section 1.1

The provisions of this Agreement shall be binding upon the Board and its successors. Any and all terms and obligations herein contained shall not be affected or changed in any respect by the consolidation merger, transfer or assignment of the Board of any, or all of its property, or affected or changed in any respect by any change in the legal status or management.

**ARTICLE II
MANAGEMENT'S RIGHTS**

Section 2.0

It is agreed that except as delegated, abridged, granted or modified by this Agreement, all of the rights and authority the Board had prior to the signing of this Agreement are retained by the Board and remain the exclusive right of management. The "Board" shall refer to the Board of Education or a committee thereof. The "Superintendent" shall refer to the Superintendent or his or her designee.

**ARTICLE III
SAVINGS CLAUSE**

Section 3.0

If any provision(s) of this Agreement shall be held or declared to be illegal by an authority of established and competent legal jurisdiction, or of no legal effect, said provision shall be deemed null and void without affecting the obligations of the balance of this Agreement.

**ARTICLE IV
NON-DISCRIMINATION**

Section 4.0

The Board will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in, or activity on behalf of the Union. The Board will not discriminate in respect to tenure of employment on any term or condition of employment in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage in another union.

Section 4.1

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination based on race, color, religion, age, sex, national origin, disability or sexual orientation or other applicable unlawful discriminatory standard.

Section 4.2

Given that the protections set forth in Sections 4.0 and 4.1 are subject to review through administrative or judicial proceedings, the provisions of this Article are included for informational purposes and are not subject to the grievance procedure.

**ARTICLE V
UNION SECURITY, DUES DEDUCTION**

Section 5.0

The Union agrees to hold the Board of Education harmless and indemnify the Board for any and all claims, demands, suits, damages or liabilities, including attorney's fees, related to or arising out of the implementation of this Article.

Section 5.1

The Board agrees to deduct from the pay of all its employees who voluntarily authorize deductions from their wages, for such membership dues, initiation fees, reinstatement fees or voluntary agency fees as may be fixed by the Union. Such authorization shall be effective the month received by the Board. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in rates of fees and dues. In addition, the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make such deduction(s). This statement is to be accepted by the Board. Deductions will be made twice each month and all sums deducted shall be remitted to the Council 4 office no later than the end of each calendar month in which deductions are made. The Board will submit to the Council 4 office a monthly record of those employees from whom the dues or service fee deductions have been made together with the amount of such deductions.

Section 5.2

The monthly dues and/or voluntary agency fees remitted to the Union will be accompanied by a list of names of employees from whose wages such deductions have been made.

**ARTICLE VI
HOURS OF WORK**

CUSTODIANS (Sections 6.0, 6.1, 6.2, 6.3 and 6.4)

Section 6.0

The normal workweek will consist of forty (40) hours, eight (8) consecutive hours per day, Monday through Friday. This time will be inclusive of lunch period.

All starting and ending times for each year will be determined and noticed to each employee, not later than July 1st, each year based on the needs of the school system, when change is needed, for all normal work days.

Section 6.1

- a) With respect to Custodians, Head Custodians, and Senior Head Custodians, such work should be scheduled between the hours of 6:00 a.m. to 11:00 p.m.
- b) Each employee who is regularly assigned to start his/her work shift at 2:30 p.m. or later and works continuously shall receive night shift differential of \$.90 per hour. This shift differential shall not be paid during the summer months unless a 2nd Shift is required.

Section 6.2

Each employee will be entitled to one (1) fifteen (15) minute rest period during his/her shift.

Section 6.3

- a) Work hours may be changed with the approval of the Superintendent if school or vacation schedules warrant such change, and a meeting will be held by the Facilities Coordinator to discuss such change with the Union.
- b) When school is not in session, all employees shall start work between the hours of 6:00 a.m. and 9:00 a.m. at the discretion of the administration. On early release days when there are no evening or special events, the employee normally assigned to the second shift will begin at 12:00 noon and end at 8:00 p.m. If there are evening or special events only those employees who are needed will work the evening shift. The "summer hours" schedule will not begin sooner than three (3) days and longer than five (5) days after school is out. Summer hours will end at least three (3) days and up to five (5) days before school starts back up.

Section 6.4

Custodians moving between schools at the direction of the Board or its designee will be paid at straight time during transit and will not punch out when leaving one location and then have to punch in at a new location. Employees will only punch out at end of the day (or shift).

CAFETERIA EMPLOYEES (Section 6.5)

Section 6.5

- a) The following shall constitute a paid workday, week and year at the specified locations:

<u>Titles</u>	<u>Location</u>	<u>Hrs/Wk</u>
Cook	Middle/High School	35.0
Cafeteria Worker (2)	Middle/High School	30.0-35.0
Cashier (1)	Middle/High School	35.0

The work year shall be as follows:

Cook - Student school year plus three (3) days or as needed before school starts and as needed after school ends.

Cafeteria worker - Student school year plus two (2) days or as needed before school starts and as needed after school ends.

Cashier - Student school year plus two (2) days or as needed before school starts and as needed after school ends.

All starting and ending times for each year will be determined and noticed to each employee not later than August 1st each year based on the needs of the school system when change is needed.

The above schedule is inclusive of an uninterrupted paid twenty (20) minute meal period.

- b) The normal work week will consist of five (5) days, Monday through Friday.

**ARTICLE VII
SEASONAL AND SUBSTITUTE CUSTODIAL EMPLOYEES**

Section 7.0

Seasonal employees are employees hired for a period not to exceed sixty (60) working days.

Section 7.1

Substitute employees are employees hired to fill the position of regular employees for periods of sick leave or other extended leaves of absence; provided, however, that any person regularly used as a substitute for a regular employee during such leaves or other absence as aforesaid, for more than ninety (90) consecutive days in any year of this Agreement shall be deemed to be an employee under the terms of this Agreement.

**ARTICLE VIII
SENIORITY**

Section 8.0

The length of continuous service of the employee, as outlined under this contract, from the date of hire with the Board shall determine the seniority of the employee.

Section 8.1

The principle of seniority shall govern and control in all cases, in the decrease of the working force.

Section 8.2

In cases where an employee transfers or is transferred from one classification to another, his seniority in the new classification shall be based on his original employment date with the Board.

Section 8.3

All new employees shall serve a probationary period of sixty (60) workdays. "Workdays" shall be defined as days that the employee actually attended work. During the probationary period, an employee may be discharged or disciplined without cause at the sole discretion of the school administration. Employees shall have no access to the grievance procedure, nor will they receive insurance benefits during their probationary period. Upon completion of the probationary period, the seniority of each new employee shall date from the date of hire.

Section 8.4

Seniority shall be lost for the following reasons:

- a) Voluntary quitting;
- b) Discharge for cause;
- c) Failure to return to work, from layoff, after being recalled.

Section 8.5

The Board shall maintain a seniority list, to record the status of each employee in the unit. The Union shall be provided with a copy of the seniority list annually.

Section 8.6

Layoffs shall be by seniority within classification with the least senior employee first.

Section 8.7

Any employee about to be laid-off shall receive three (3) weeks' notice or the equivalent in wages.

Section 8.8

Laid-off employees with the most seniority, within classifications, shall be offered rehire first.

Section 8.9

The right of seniority in re-employment shall be accorded to a laid-off employee prior to new employees being hired, provided such laid-off employee responds to a call to report for work not more than five (5) working days after receipt of notice sent to him/her by certified mail, to his/her last known address. If such laid-off employee fails to report for work within fifteen (15) days, he/she shall lose all rights of seniority, unless he/she is temporarily incapacitated, preventing him/her from reporting, or is employed elsewhere, in which case he/she must notify the employer in writing within five (5) days after the receipt of the notice to return that he/she will report for work as quickly as his/her health or temporary employment will permit.

Section 8.10

Recall rights for laid off employees shall be for one (1) year from date of layoff. Employees shall not accumulate seniority while on layoff, but upon recall shall be credited for the total amount of earned continuous seniority they had prior to layoff. The recall rights of a laid off employee expire after one (1) year from the date of layoff.

**ARTICLE IX
VACANCIES AND PROMOTIONS**

Section 9.0

Vacancies shall be filled with the best qualified individual applicant as determined by the Board of Education and/or Superintendent whether inside or outside the system; due consideration, after reviewing the qualifications of all employees, will be given "inside" employees.

Educational needs of students and school system, coupled with the qualifications of the applicants from within or outside the school system, as determined by the Board and/or Superintendent shall be the guiding factors in filling any and all such vacancies.

Employees outlined under this agreement cannot bump back to previous position for poor performance or other reasons except during the first three-week (15 working days) period of starting the new position.

Section 9.1

All members of the bargaining unit will be considered first for any promotion; after this opportunity has been provided, applications from non-members may be accepted.

Section 9.2

A custodial employee who is promoted will serve a probationary period of fifty (50) calendar days in the new position. If the Board is not satisfied with the employee's performance during the probationary period, the employee or the Board shall have the option during the probationary period of returning such employee to his/her previous position at a salary not less than the employee was receiving prior to the promotion.

Section 9.3

A cafeteria employee promoted shall serve a probationary period of thirty (30) calendar days. If the Board is not satisfied with the employee's performance during the probationary period, the employee or the Board shall have one option during the probationary period of returning such employee to his/her previous position at a salary not less than the employee was receiving prior to the promotion.

Section 9.4

All vacancy & promotional opportunities shall be posted internally for a period of five (5) workdays.

**ARTICLE X
OVERTIME**

Section 10.0

Employees should be available for performing a reasonable amount of overtime work, daily or weekly, as part of the duties and responsibilities of an employee's regular job.

All overtime work shall be offered equally to all employees so long as each employee is qualified to perform such work.

If employees within a school are not available for overtime, employees from other schools may perform the overtime work.

In addition, if members of the bargaining unit are not available to perform the overtime work, then the school administration may hire employees from outside of the school system to perform such work.

Time worked for overtime calculation, shall include sick and family illness usage.

Absences from work because of (1) vacation, or (2) personal day usage, will not count as "hours worked" for overtime calculation. If employees have no sick or family time available, absences will not be counted as time worked for overtime purposes; however, employees may be paid at the discretion of the Superintendent.

CUSTODIAL EMPLOYEES (Sections 10.1, 10.2 and 10.3)

Section 10.1

Time and one-half of the employee's regular straight time hourly rate shall be paid for each, or any of the following instances, and each instance shall not be dependent on any other instance:

- a) All time worked in excess of forty (40) hours (for which overtime has not previously been earned) in any week.
- b) All work performed on Saturday.

Section 10.2

Double time shall be paid for all work performed on Sunday.

Section 10.3

Double time shall be paid for all work performed on any of the following holidays except when school is in session, as set forth in Section 11.2:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Day after Thanksgiving
President's Day	Labor Day	Day before Christmas
Good Friday	Columbus Day	Christmas Day
Veterans' Day		

CAFETERIA EMPLOYEES (Section 10.4)

Section 10.4

- a) Time and one-half the employee's regular straight time hourly rate shall be paid for:
 - (1) all work performed on Saturday;
 - (2) all work performed in excess of 40 hours in any one week.
- b) Double the employees' regular straight time hourly rate shall be paid to all employees who are required to work on Sunday.

Section 10.5

The Board agrees to allow the union stewards to examine the overtime worked records of each bargaining unit employee.

Section 10.6

Any employee who has left the Board's premises and who is called back to work after the termination of his regular shift for extenuating circumstances shall receive either three (3) hours work or three (3) hours pay at the overtime rate.

**ARTICLE XI
HOLIDAYS**

Section 11.0

a) The paid holidays will be as follows:

New Year's Day	Independence Day	Day after Thanksgiving
Martin Luther King Day	Labor Day	Day before Christmas
Presidents' Day	Columbus Day	Christmas Day
Good Friday	Veteran's Day	One floating holiday to be scheduled with the advance approval of the Superintendent of his/her designee.
Memorial Day	Thanksgiving Day	

b) Cafeteria employees shall receive the following paid holidays:

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

c) Part time employees shall receive the following holidays:

After one (1) year of employment, one (1) holiday (Thanksgiving)
After two (2) years of employment, two (2) holidays (Thanksgiving, Christmas)

Section 11.1

Should any of the above holidays fall on a Sunday, it shall be observed on Monday, and if it falls on Saturday it shall be observed on Friday, provided school is not in session.

Section 11.2

If school is in session on any of the above holidays, except when a scheduled holiday is changed after the school year has begun, the bargaining unit employees will receive an alternate paid holiday to be selected by the Board. Ten-month employees will receive the alternate paid holiday on a non-school day. Twelve-month employees will receive a floating holiday as set forth in Section 11.0.

Section 11.3

If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period. The employee shall take an additional day off.

**ARTICLE XII
WAGES AND LONGEVITY**

Section 12.0

The wage rates, which shall be effective during the term of this Agreement, are set forth in Appendix A, B, and C annexed hereto and made part thereof. The increases are: 2.5% effective and retroactive to July 1, 2021 with step movement, 2.5% effective July 1, 2022 with step movement, 2.5% effective July 1, 2023 with step movement.

Section 12.1

When an employee is required to work away from the Board's premises he/she shall be paid his/her straight time hourly rate of pay for all time spent traveling in addition to the current IRS mileage rate per mile, if he/she should use his/her own vehicle for any reason.

Section 12.2

The Board shall continue to distribute payroll checks to employees receiving payroll checks as of the effective date of this Agreement.

Except as otherwise provided herein, all employees covered under this agreement are required to receive their pay through direct deposit and shall cooperate in filling out the required direct deposit information forms.

Section 12.3

When employees, with the exception of cafeteria workers, are required to perform work for a higher paying classification, they shall be paid at the same step of the higher classification that they currently occupy, only after occupying this higher classification for more than three (3) consecutive work days when school is in session or more than ten (10) consecutive work days during summer break.

When cafeteria employees are required to perform work in a higher paying classification, they shall be paid at the same step of the higher classification that they currently occupy, only after occupying this higher classification for three (3) or more consecutive days. When an employee fills in for less than three (3) consecutive days, no differential shall be paid.

Section 12.4

- a) Longevity payments shall be made to employees annually in the first payroll period after July 1.
- b) Payments shall be made calculated as follows:
- | | |
|--|------------------------------------|
| Six (6) years through ten (10) years of service | fifty dollars (\$50). |
| At eleven (11) years through fifteen (15) years of service | one hundred dollars (\$100). |
| Year sixteen (16) through year twenty (20) of service | one hundred fifty dollars (\$150). |
| Years twenty-one (21) and thereafter | two hundred dollars (\$200). |

Current employees on another scale will not receive less than they are currently receiving.

**ARTICLE XIII
SICK LEAVE**

CUSTODIAL EMPLOYEES (Sections 13.0 and 13.11)

Section 13.0

Employees with greater than one year of continuous employment with the Board shall be allocated fifteen (15) paid sick leave days on July 1 of each year. Employees with less than one (1) year of continuous service shall receive one (1) paid sick leave day for each full month worked through the first year of employment.

Section 13.1

Such paid sick leave shall be accumulated to a two hundred (200) day maximum.

CAFETERIA EMPLOYEES (Section 13.2)

Section 13.2

- a) Employees who work at least thirty (30) hours shall be granted nine (9) paid sick leave days and employees who work at least twenty-five (25) hours but less than thirty (30) shall be granted five (5) paid sick leave days each September 1st of this Agreement. These days shall be added to their accumulated sick leave.
- b) Such paid sick leave shall be accumulated to a two hundred (200) day maximum.

Section 13.3

Employees may use up to three (3) sick leave days per year for medical appointments that cannot be made outside of their working hours. Said time may be also taken in one-quarter (1/4) day increments.

Section 13.4

Upon retirement of an employee under the Pension Plan or after ten (10) or more years of service, under the Social Security System, he/she shall be paid in monies for all unused accumulated sick leave up to a maximum of one hundred eighty-five (185) days, at a rate of ten dollars (\$10.00) per day.

Upon the death of an employee, the employee's designated beneficiary shall be paid in monies for all unused accumulated sick leave at a rate of ten dollars (\$10.00) per day.

Section 13.5

Employees may exercise their rights under the federal family medical leave act, if eligible. Any such leave shall be taken concurrently with paid sick leave, if available.

Section 13.6

To the extent that the Board utilizes an automated system for employees covered by this agreement to report an absence due to illness, employees shall use such automated system for reporting their absences.

In the event that the Board discontinues utilizing such an automated system, if a custodian is sick, he/she shall notify the Superintendent or his/her designee not less than three (3) hours in advance of his or her starting time for shifts starting after 6:00 a.m., and as soon as possible, but not later than one (1) hour before shifts starting at 6:00 a.m. Failure to properly notify the Superintendent or his/her designee within the specified time may result in the docking of the employee's wages for that day.

In the event that the Board discontinues utilizing such an automated system, if a cafeteria employee is sick, he/she shall notify the Superintendent or his/her designee as soon as possible, but not less than three (3) hours in advance of his or her starting time.

If the superintendent or building principal have reasonable cause, based on data from an analysis of the bargaining unit's attendance records, to suspect that an employee has been misusing his/her sick leave, after providing such employee written notice of such reasonable suspicion, including the factual basis of that reasonable suspicion, the superintendent and/or the building principal may ask such employee to provide a medical note following subsequent absences verifying that the sick leave was necessary.

**ARTICLE XIV
BEREAVEMENT LEAVE**

Section 14.0

In the event of a death in the immediate family of an employee (either full time or part time), such employee shall receive, at the employee's option, up to three (3) days absence with pay for the time period starting from the day of the death to the day after the burial.

Section 14.1

In exceptional cases, additional time may be granted by the Superintendent of schools.

Section 14.2

Immediate family means husband, wife, children, father, mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law, grandchildren, step parents, step children, and individuals domiciled in the household.

Section 14.3

In the event of an illness of an employee's spouse, child or parent, the employee shall receive up to three (3) days off with pay.

**ARTICLE XV
PERSONAL BUSINESS DAYS**

CUSTODIANS (Section 15.0)

Section 15.0

Employees may be absent for a total of three (3) paid days per year for personal business. All days will be granted with reason and approval of the Superintendent of Schools his/her designee, prior to being taken. Such days shall not be accumulative.

CAFETERIA EMPLOYEES (Section 15.1)

Section 15.1

- a) Thirty-five (35) hour employees may be absent for a total of three (3) paid days per year for personal business. All of these days shall be granted with reason and approval of the Superintendent of Schools.
- b) Thirty (30) hour employees may be absent for a total of two (2) paid days per year for personal business. These days shall be granted with reason and approval by the Superintendent of Schools.

Section 15.2

Personal business days are not designed for the extension of vacation periods or holidays, but are designed to conduct personal business that must be conducted during the working day.

Personal business days immediately before or after holidays or vacations must be requested with reasons in writing ten (10) days in advance. These days may be approved at the discretion of the Superintendent.

Section 15.3

Personal business days are not cumulative.

**ARTICLE XVI
VACATIONS**

Section 16.0

- a) Each twelve-month custodial and maintenance employee shall receive annual vacation with pay provided they meet the following scheduled years of service:
- | | |
|-------------------------------------|-----------|
| 1 year through 5 years of service | - 2 weeks |
| 6 years through 10 years of service | - 3 weeks |
| 11 years of service and thereafter | - 4 weeks |
- b) Cafeteria workers who have completed at least one (1) year of service shall receive five (5) days' vacation. Such vacation shall be taken other than during the regular school year, except that Cafeteria workers may take up to five (5) days vacation during the school year with the permission of the Superintendent, which shall not be unreasonably withheld. After five (5) years Cafeteria workers shall receive seven (7) days vacation.
- c) Part time employees who have completed at least one (1) year of service shall receive two and one-half (2½) days' vacation.

Section 16.1

The vacation period shall be July 1st through June 30th of each year and shall be granted throughout that period when school is not in session, except that employees may take up to five (5) days vacation during the school year with the permission of the Superintendent, which shall not be unreasonably withheld.

Section 16.2

Employees having the greatest seniority will be given first choice in selecting their vacation dates. The granting of vacation requests is based on the needs of the school.

Section 16.3

An employee may be granted a vacation when school is in session at the discretion of the Superintendent. Denial of same will not be subject to the grievance procedure. Notwithstanding the foregoing, employees may take up to five (5) days vacation during the school year with the permission of the Superintendent, which shall not be unreasonably withheld. Maximum carryover for vacation days is five (5) days with the permission of the Superintendent. Total carryover cannot exceed five (5) days.

Section 16.4

In the event of an employee's death, his/her prorated unused vacation shall be paid to his/her surviving spouse and/or children or estate.

**ARTICLE XVII
WORKERS' COMPENSATION**

Section 17.0

Whenever an employee included in this Agreement has lost time and is entitled to Workers' Compensation temporary total disability benefits, the employee will be paid his/her regular hourly rate for the regular work week, less applicable taxes, for up to four (4) weeks; after that time, the employee will be paid the Workers' Compensation pay out rate and will be paid directly from Workers' Compensation.

Whenever an employee included in this Agreement has lost time and is entitled to Workers' Compensation temporary partial disability benefits, if the Board has no light duty work available for the employee to perform, the employee will be paid his/her regular hourly rate for the regular work week, less applicable taxes, for up to four (4) weeks; after that time, the employee will be paid the Workers' Compensation pay out rate and will be paid directly from Workers' Compensation.

**ARTICLE XVIII
LEAVE PROVISIONS**

Section 18.0

Personal leave of absences without pay may be granted at the discretion of the Superintendent of Schools for thirty (30) days renewable up to ninety (90) days. Denial of same shall not be subject to the grievance procedure.

Section 18.1

An employee on a personal leave for any period exceeding thirty (30) days shall reimburse the Board monthly for the cost of group insurance if the employee elects to maintain coverage during his/her leave of absence.

Section 18.2

- a) Absence for jury duty shall be granted when an employee is required to serve. Such employee will be paid his/her full weekly salary.
- b) Upon receipt of his/her jury duty stipend, the employee shall submit same to the Office of the Superintendent.

Section 18.3

Military leave shall be granted to employees in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Section 18.4

- a) Disabilities caused or contributed to by pregnancy, miscarriage abortion, childbirth and recovery therefrom, shall be treated as temporary disabilities for all job related purposes. Seniority shall remain unbroken from the commencement through the termination of maternity leave.
- b) Accumulated sick leave shall be available for use during the period of such disability.
- c) During the period of maternity leave, the Board shall pay for the employee's fringe benefits, including insurance, while the employee is using her accumulated sick leave. Following the use of all accumulated sick leave, the employee may, at her own option, and at her own expense, remain in the insurance group upon her own payment of the group rate.
- d) If, upon submission of satisfactory medical evidence concerning the employee's condition and upon the further submission of evidence satisfactory to the Board that the employee is able to resume her normal duties, the employee shall be reinstated to a position the same or comparable to the position she held prior to the commencement of the maternity leave, provided, taking into consideration the needs of the Board, that such a position is available.
- e) Pregnancy or childbirth shall not be the basis for termination of employment by the Board and there shall be no discrimination in the terms and conditions of employment. The failure of the employee to comply with any of the aforementioned provisions will result in a forfeiture of all benefits under this policy.

**ARTICLE XIX
INSURANCE**

Section 19.0

The Board shall provide a High Deductible Health Plan (HDHP) for each unit member eligible to receive such coverage under the terms of the insurance contract, with the following general description:

I.

HDHP/HSA (High Deductible Health Plan / Health Savings Account)

- a) High Deductible Health Plan (HDHP) with a Health Savings Account (HSA)
 - * In-network Deductible \$2,000/\$4,000
 - * In-Network Coinsurance 100%
 - * Out-of-network Coinsurance 80%/20%
 - * Out-of-network Maximum 4,000/\$8,000
 - * Preventive/Wellness 100%

**Custodian/Cafeteria Agreement
Region 12 Board of Education
July 1, 2021 - June 30, 2024**

The employer is going to contribute 50% of the deductible according to the following schedule:

- Half of the employer contribution in the first payroll after July 1st in each year of the Agreement.
 - Half of the employer contribution after the first payroll after January 1st in each year of the Agreement.
- b) Upon satisfaction of the deductible, prescriptions are subject to a \$5 co-pay for generic drugs, \$25 co-pay for formulary (listed) drugs and \$40 co-pay for non-formulary (non-listed) drugs. Mail order prescriptions' co-pay is twice the applicable co-pay.
- c) Health insurance, including dental insurance, shall be subject to an employee contribution of 10.0% of the total cost of the employee's insurance coverage, effective upon ratification and approval of the Agreement. Effective July 1, 2022, the employee contribution shall increase to 11%, and effective July 1, 2023, the employee contribution shall increase to 12%.

II.

- a) Full Service Dental Riders A & C for 260 day employees and Cafeteria employees shall be provided by the board.
- b) Group Life Insurance Coverage equal to annual base salary rounded up to the next \$1,000.
- c) Employees may elect to have such contributions made on a pre-tax basis in accordance with the Board's Section 125 I.R.S. Plan.
- d) The Board may change insurance carriers, or self-insure for all of or some of the aforementioned insurance, provided substitute insurance coverage is substantially equivalent or better than the benefits set forth herein on an overall plan basis. If the proposal to change the coverage is rejected by the Union, it can be submitted to mediation/arbitration.
- e) To be eligible for insurance benefits, a member must be employed at least thirty-five (35) hours a week in at least a 185 day position. However, cafeteria workers who work at least 27½ hours a week in a school year position are also eligible for health benefits. Current employees hired prior to June 30, 1999 who do not meet this criteria, but currently have benefits, will be "grandfathered".
- f) The Board shall offer each eligible person an opportunity to enroll members of his/her family under the coverage described in section 19.0 with deductibles and premium cost sharing provisions as noted.
- g) If the Board determines that a change in state or federal statute or regulation, during the term of this contract, will significantly increase the cost of the group health

plan, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such statutory change, in accordance with the Municipal Employees Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including, but not limited to, proposals designed to: modify the plan(s) or substitute another plan(s) to reduce the cost of the plans(s), revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

ARTICLE XX UNION REPRESENTATION

Section 20.0

The Board recognizes and will address issues directly with the Union representatives with respect to all matters relating to grievances, interpretations of the Agreement or in any other matters which affect, or may affect, the relationship between the Board and the Union.

Section 20.1

Release time may be provided the Union Steward to administer the contract provided however, approval for such release time is approved by the Superintendent of Schools. It is expected that in order to approve time for affairs of the Union, specific reason therefore is provided.

ARTICLE XXI GRIEVANCE PROCEDURE

Section 21.0

A grievance shall mean a complaint filed by a bargaining unit member that there has been a violation, misinterpretation or misapplication of a specific provision(s) of this agreement affecting the employee.

Section 21.1

Definitions - "Employee" shall mean any regular employee for whom the union is the exclusive bargaining agent for the purpose of negotiations.

Section 21.2

Procedure

Level I - Appropriate Administration - An employee with a grievance shall reduce it to writing and discuss it with his/her supervisor with the objective of resolving the grievance informally. Any grievance not filed in writing within ten days of the occurrence giving rise thereto shall not thereafter be considered a grievance under this agreement. The

appropriate supervisor will respond in writing within five (5) days of receiving the grievance.

Level II - Superintendent or Designee - In the event the aggrieved party or the Union is not satisfied with the disposition of the grievance at Level 1, or if no decision has been rendered within five (5) working days after representation of the grievance, he/she shall file the grievance with the Superintendent or his/her designee within five (5) working days after their joint meeting with the Supervisor. The Superintendent or his/her designee shall render a written decision within ten (10) working days of receipt of the written grievance following a meeting with the grievant and Steward.

Level III - Board of Education Level - Should the grievance not be resolved to the satisfaction of the Union at the Superintendent's level, they may refer the written grievance to the Board of Education. Within twenty (20) working days, a sub-committee of the Board shall meet with the Union for the purpose of resolving the grievance. A record of this hearing shall be kept by the Superintendent and shall be made available to the participants upon written request.

The Board shall, at their next meeting after completion of the hearing, render its decision and the reasons therefore in writing to the aggrieved party and Union.

Section 21.3

If the grievance answer is not satisfactory to the Union, the Union shall first notify the Board that it is appealing the grievance decision to arbitration. Between fourteen (14) and twenty-one (21) calendar days after notifying the Board, the Union shall submit the grievance to arbitration before the Connecticut State Board of Mediation and Arbitration in accordance with its rules and regulations, unless the Board notifies the Union within fourteen days after receiving such notification that it elects to have the grievance heard by the American Arbitration Association, in which case the Board shall pay the full cost of the arbitrator's fees.

The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all the terms of this agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this agreement, unless the same is contrary to law.

Section 21.4

Any time limits specified within this Article may be extended by mutual written agreement of the Union and Board. Failure of either the grievant or Union to appeal the grievance to the next level within the specified time period shall be deemed an acceptance of the answer at that level. Failure by either the Board or administration to answer within the time limits specified above shall allow the grievant or the Union to proceed to the next level.

**ARTICLE XXII
DISCIPLINE AND DISCHARGE**

Section 22.0

No non-probationary employee shall be discharged, demoted, or otherwise disciplined without just cause. In all cases of discharge, demotion or other discipline the employee and Steward shall be notified in writing of the action within two (2) workdays.

**ARTICLE XXIII
SAFETY AND HEALTH**

Section 23.0

- a) Both parties to the Agreement hold themselves responsible for mutual, cooperative enforcement of safety regulations.
- b) Should an employee complain that his/her work requires him/her to be in situations unsafe or unhealthy in violation of acceptable safety regulations, the matter shall be considered immediately.

**ARTICLE XXIV
MISCELLANEOUS**

Section 24.0

- a) Employees working twenty-five (25) hours or more per week and five (5) months per year, without age restriction, shall be enrolled in the Pension Plan at no cost to them. New employees will be enrolled in the Plan in accordance with the Plan's provisions for enrollment, at no cost to them.
- b) The retirement benefit payment shall be accrued to the date of eligible retirement.
- c) This provision shall be subject to negotiation for the year commencing July 1, 2022, and the Board reserves the right to invite other affected bargaining units to participate in such negotiations.

Section 24.1

It is understood that the Board may subcontract out bargaining unit work provided that such subcontracting does not result in a layoff of the employees in the bargaining unit.

Section 24.2

The Board shall allow bulletin board space at each work site for the Union to use. These are to be designated as employees' bulletin boards.

Section 24.3

Where reference is made to the male or female gender throughout this Agreement, it shall be applied to both.

Section 24.4

If school does not open as a result of a storm, etc. and the employee (custodian, maintenance does not report to work to assist with snow removal, etc.) then the superintendent will charge that day to one's vacation leave or may dock the employee's wage by a pro rata per diem amount (if an employee is unable to drive; the system may provide transportation to assist employee coming to work).

If the system is unable to provide transportation and a person still cannot come to work, then a personal day will be charged, if available, before vacation day or docking wage will be used.

Section 24.5

When a Custodian is absent from work, it is recognized that the degree of custodial maintenance may have to be modified to accommodate this shorthanded situation.

Section 24.6

- a) The Board will pay each cafeteria employee and each custodian/maintenance employee the sum of two hundred dollars (\$200.00) annually at the beginning of each school year for the purchase of suitable uniforms; and provide the employee's choice of either five (5) shirts or one (1) sweatshirt. With regard to the Board providing shirts under 24.6a, the wearing of the uniform shirt and suitable footwear is mandatory for all custodians and cafeteria workers during hours of work. Uniform shirts shall not be worn outside of work except in the course of travel to and from work.

Employee must be neat and clean and in uniform shirt when reporting for work.
No modifications of the uniform may be made by individual employees.

Section 24.7

If the Board required cafeteria employees to receive an annual physical, they may be examined by the school physician at no cost. If the employee elects to be examined by another physician, he/she shall be reimbursed at the same amount currently paid to the school physician for such physical.

Section 24.8

The Board shall provide the Council 94 Representative with a copy of the agreement at the time of signing. The Board shall provide each bargaining unit employee with access to an electronic copy of the Agreement within thirty (30) days of signing. New employees will be provided with access to an electronic copy at the time they are hired.

Section 24.9

The Board shall notify all cafeteria employees (not later than August 1) of each year of their employment status for the subsequent school year.

Section 24.10

The Board will provide space at a mutually-agreed time for the AFSCME representative to meet with new hires in the bargaining unit for thirty minutes during their regularly-scheduled shift, within thirty (30) days of their start date. Management shall not be present during the Union's orientation.

**ARTICLE XXV
DURATION**

Section 25.0

This Agreement shall take effect upon mutual execution by the parties, except that wages shall be retroactive to July 1, 2021. Except as otherwise noted herein, the terms of this contract shall be the date of mutual execution through June 30, 2024, with successor negotiations to take place pursuant to the Municipal Employees Relations Act.

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be signed and executed by its mutually authorized officers and representatives.

**SHEPAUG VALLEY REGIONAL
SCHOOL DISTRICT #12 BOARD
OF EDUCATION**

Signature: _____

*GREGORY J. CINA
CHAIRMAN*

Date: _____

10-4-2021

**THE SHEPAUG VALLEY CUSTODIANS
AND CAFETERIA SCHOOL EMPLOYEES
LOCAL 1303-109 OF COUNCIL #4
AFSCME, AFL-CIO**

Signature: _____

Joshua Hebert

Date: _____

9/28/2021

**Custodian/Cafeteria Agreement
Region 12 Board of Education
July 1, 2021 - June 30, 2024**

**APPENDIX A
Wages Effective July 1, 2021**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Senior Head Custodian	\$26.35	\$27.12	\$27.86	\$28.67
Head Custodian	\$23.92	\$24.69	\$25.46	\$26.25
Grounds/Maintenance Custodian	\$24.15	\$24.93	\$25.72	\$26.47
	\$21.92	\$22.70	\$23.46	\$24.23
 Cook Manger	 \$22.38	 \$23.18	 \$23.91	 \$24.67
Cashier/Cafeteria Worker	\$17.45	\$18.25	\$19.00	\$19.78
Cafeteria Worker	\$17.03	\$17.77	\$18.56	\$19.35

Each eligible employee will advance one (1) step on the salary schedule.

- 1) There will be a differential for 2nd Shift during the School year or when required during the summer months. (NOT INCLUDED IN ABOVE)
- 2) New hires may be placed on 1st, 2nd or 3rd year starting salaries when hired at the discretion of the Superintendent.
- 3) New hires hired between January and June shall advance one step on July 1 of the following year (at least 12 months).
- 4) New hires hired between July and December shall advance one step on the following July 1 (at least six months).

**APPENDIX B
Wages Effective July 1, 2022**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Senior Head Custodian	\$27.01	\$27.80	\$28.56	\$29.39
Head Custodian	\$24.52	\$25.31	\$26.10	\$26.91
Grounds/Maintenance Custodian	\$24.75	\$25.55	\$26.36	\$27.13
	\$22.47	\$23.27	\$24.05	\$24.84
 Cook Manger	 \$22.94	 \$23.76	 \$24.51	 \$25.29
Cashier/Cafeteria Worker	\$17.89	\$18.71	\$19.48	\$20.27
Cafeteria Worker	\$17.46	\$18.21	\$19.02	\$19.83

Each eligible employee will advance one (1) step on the salary schedule.

- 1) There will be a differential for 2nd Shift during the School year or when required during the summer months. (NOT INCLUDED IN ABOVE)
- 2) New hires may be placed on 1st, 2nd or 3rd year starting salaries when hired at the discretion of the Superintendent.
- 3) New hires hired between January and June shall advance one step on July 1 of the following year (at least 12 months).
- 4) New hires hired between July and December shall advance one step on the following July 1 (at least six months).

**APPENDIX C
Wages Effective July 1, 2023**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Senior Head Custodian	\$27.69	\$28.50	\$29.27	\$30.12
Head Custodian	\$25.13	\$25.94	\$26.75	\$27.58
Grounds/Maintenance Custodian	\$25.37	\$26.19	\$27.02	\$27.81
	\$23.03	\$23.85	\$24.65	\$25.46
 Cook Manger	 \$23.51	 \$24.35	 \$25.12	 \$25.92
Cashier/Cafeteria Worker	\$18.34	\$19.18	\$19.97	\$20.78
Cafeteria Worker	\$17.90	\$18.67	\$19.50	\$20.33

Each eligible employee will advance one (1) step on the salary schedule.

- 1) There will be a differential for 2nd Shift during the School year or when required during the summer months. (NOT INCLUDED IN ABOVE)
- 2) New hires may be placed on 1st, 2nd or 3rd year starting salaries when hired at the discretion of the Superintendent.
- 3) New hires hired between January and June shall advance one step on July 1 of the following year (at least 12 months).
- 4) New hires hired between July and December shall advance one step on the following July 1 (at least six months).