

COLLECTIVE BARGAINING AGREEMENT

By and Between

Tolland Board of Education

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
Local 424 - Unit 27
TOLLAND BOE CUSTODIANS**

July 1, 2017 to June 30, 2019

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AGREEMENT BETWEEN THE
TOLLAND SCHOOL CUSTODIAN UNION,
UNITED PUBLIC SERVICE EMPLOYEES, UNIT 27
AND
THE TOLLAND BOARD OF EDUCATION

PREAMBLE

This Agreement is made and entered into by and between the Tolland Board of Education (hereinafter referred to as "the Board") and United Public Service Employees Union, Unit 27 (hereinafter referred to as "the Union").

ARTICLE I
RECOGNITION

- 1.0 The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining and matters of wages, hours, and other conditions of employment for all custodial employees of the Board of Education.
- 1.1 Wherever in this Agreement a pronoun is used which indicates a particular gender, that portion of the Agreement shall apply equally to members of all sexes or gender unless a specific limitation is so stated in the contract.

ARTICLE II
UNION SECURITY

- 2.0 The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that there will be no strike or other form of work stoppage during the life of this Agreement.
- 2.1 The Board agrees to deduct from the pay of all its employees who in writing authorize such deductions from their wages, such membership dues as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement except that any employee may withdraw such authorization in writing by certified mail to UPSEU to be given sixty (60) days prior to the expiration date of the contract and to take effect upon termination of the Agreement.

All employees in the collective bargaining unit who are not members on the effective date of this clause shall, for so long as they remain non-members, as a condition of employment, pay to the Union an agency fee, equivalent to the proportionate share of dues attributable to contract negotiations, grievance adjustment and contract administration as is and consistent with federal and state law.

The deductions for any month shall be made during the first payroll period of said month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, no later than the

28th day of the month for which such deductions have been made.

The Employer's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this Agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired during the life of the contract then in existence.

The Union agrees that it will indemnify and save the Employer harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the Employer in accordance with the terms of this Article.

- 2.2 A total of no more than four (4) members shall be chosen by the Union for contract negotiations; the Unit President is by default a member of the negotiating committee. These Union members shall be afforded the necessary amount of time without loss of pay for purpose of attending contract negotiation sessions.
- 2.3 At least one (1) bulletin board shall be placed in an accessible place in each school for the exclusive use of the Union for the posting of official Union notices or announcements.
- 2.4 The Board will provide each employee with a copy of this Agreement within thirty (30) calendar days after the date of the signing of this Agreement; new employees will be provided with a copy of this Agreement at the time of hire.
- 2.5 A representative of the bargaining unit will be provided with the opportunity to participate in the Board's joint safety committee.

ARTICLE III SENIORITY

- 3.0 The Board shall furnish a list of all employees covered by this Agreement to the Unit President on or before October 1 of each year. The Board shall provide the Union President with the name and date of hire of all new employees within ten (10) working days of hire.
- 3.1 PROBATIONARY PERIOD: New employees shall serve a probationary period of ninety (90) calendar days. Upon request of the Board and with agreement of the Union, the probationary period may be extended up to an additional ninety (90) calendar days. The Union shall not unreasonably withhold its agreement. During the probationary period employees may be discharged or disciplined at the will of the Board and no such discharge or discipline shall be subject to the Grievance Procedure. All other sections of this Agreement shall apply to probationary employees. After sixty (60) calendar days new employees shall be eligible for health insurance benefits as set forth in Article X upon the first day of the following month.
- 3.2(A) All vacancies and new positions shall be posted for a period of seven (7) calendar days on the Union bulletin boards prior to any action taken by the employer to fill such vacancies or new positions. When a vacancy exists or a new position is

created, the employee who applies within the posting period, who has the highest seniority, has a passing score on the competency test, and has a positive performance record shall be offered the position. A score of 80% accurate or above shall be considered a passing grade on the competency test. The competency test itself and the results of such test will not be open to the grievance procedures contained in Article XI. If the employees bidding for this position fail to obtain a passing grade on the competency test, the employer will be free to choose from outside the union as long as the individual passes the same competency exam.

- 3.2(B) Copies of job postings will be given to all head custodians for posting on union bulletin boards.

Copies of the job posting, a list of the persons bidding for the position and the name of the person appointed shall be sent to the Union President no later than ten (10) working days after the appointment.

- 3.3 Prior to the reduction of permanent full-time positions, the Board shall eliminate custodians in the listed positions in the following order: (1) seasonal; (2) temporary; (3) part-time. For purposes of this section, substitute employees used for the purpose of filling in for absent unit members shall not be included in these employee categories.

In the event of a reduction in the work force, layoffs shall be conducted in accordance with inverse order of seniority within a classification. For purposes of this Article, there are two (2) classifications: Head Custodian and Custodian.

Seniority shall be calculated by multiplying the years worked, including portion(s) of years worked by the percent of time the individual worked in proportion to a full-time work schedule of forty (40) hours per week. Sick time will not interrupt seniority.

- 3.4 Recall shall be in accordance with seniority within a classification, provided the employees recalled are qualified to perform the work that is required. An employee shall be notified by the Superintendent that he/she is being recalled to employment by certified mail to his/her last address on file with the Board. Rejection of recall shall be presumed if the employee does not respond within ten (10) calendar days of the receipt of notification. Should this occur, that employee loses all rights of recall. Recall rights shall be in effect for one calendar year. Upon return to work a recalled employee shall retain his/her years of experience on the salary schedule.

- 3.5 Any employee covered under the Agreement who leaves the employ of the Board in good standing and who returns to the service of the Board within six (6) months of such separation shall, upon return, be credited with all past seniority accumulated prior to the separation date.

- 3.6 The Superintendent or his/her designee has the authority pursuant to Article XIII, Section 13.1 (d) and Article IV, Section 4.0 (D) to transfer personnel between buildings and /or work shifts within the bargaining unit. Except for emergency

situations or compelling circumstances, employees shall be given two (2) weeks' notice before being transferred, and the Union shall also be notified of any schedule changes.

ARTICLE IV
HOURS OF WORK, OVERTIME & HOLIDAY PREMIUM PAY

- 4.0(A) The regular hours for employment for full-time custodial personnel shall be forty (40) hours per week, divided into five (5) working days of eight (8) continuous hours each, Monday through Friday.
- 4.0(B) Only employees under this Agreement shall open or close a building. The opening or closing of a building is understood to refer to a time when the building is scheduled to be available with [unrestricted] access to the general public. The entering or leaving a building by Tolland teachers, staff, or administration does not constitute a time when the building is open.
- 4.0(C) Hours of employment for all custodians and maintenance staff will be:
- (1) First Shift: 7:00 AM to 3:00 PM (except THS, Birch Grove and TIS which is 6:30 AM to 2:30 PM)
 - (2) Second Shift: 3:00 PM to 11:00 PM (Except Birch Grove and TIS which is 2:30 PM to 10:30 PM)
 - (3) Exception: At emergency times such as snow days, the principal may set a schedule other than those listed in 4.0(C) (1) and (2).
 - (4) Summer Hours: 7:00 AM to 3:00 PM

The Superintendent shall have the right to modify the above-listed working hours by a total of two (2) hours, if needed. Building schedules for bargaining unit employees shall be set by the Superintendent or his/her designee and announced in writing by June 15th of each year. In general, each school building shall have two (2) shifts of custodians, a day shift and an evening shift. The Superintendent may not modify the building schedules, during the school year or otherwise, to accommodate a temporary need of the District.

- 4.0(D) A change of assignment between 1st shift and 2nd shift (as defined in 4.0(C) above) may be made during the term of this Agreement. In the event such change is contemplated, the Facilities Director and/or the Superintendent's designee shall confer with the affected employee. The Administration reserves the right to make any change. Shift schedules shall not be changed for the sole purpose of avoiding overtime. Shift schedules shall not be changed without one (1) week prior notification, except in an emergency.
- 4.1 Time and one-half shall be paid to all employees covered by this Agreement for all hours worked over eight (8) hours a day, or forty (40) hours a week; except double time shall be paid on Sundays and scheduled holidays.

4.2(A) All overtime must have prior approval of the Superintendent or his designee: A record of overtime worked shall be kept by each head custodian, posted monthly on the appropriate bulletin board, and submitted monthly to the Facilities Director and/or the Superintendent's designee, and kept on file.

4.2(B) Overtime and special activity work in any school shall be divided equally among the custodians regularly assigned to that school. If there are none available, then custodial employees in other schools will be given an opportunity to share in the overtime or special activity work. Overtime or special activity coverage is guaranteed by the Union through the custodial employee, in each school, with the least seniority.

4.2(C) If a custodial employee is scheduled for overtime or special activity work and does not avail himself/herself of the opportunity to work, the employee will be charged with the scheduled overtime or special activity time as if worked.

4.2(D) Whenever a special activity which needs set-up, breakdown and clean-up or which requires the building to be opened when not normally open, a custodian will be retained by the special activity or group using the building.

If two (2) or more special activities and/or groups are using the building at the same time, the head custodian shall be responsible for requesting, through the Facilities Director and/or the Superintendent's designee, that more than one custodian be required for that time period. The Facilities Director and/or the Superintendent's designee shall decide what staffing levels are needed and whether such additional coverage is needed.

4.2(E) Union employees will be allowed up to forty-five (45) minutes per month to meet, to discuss work-related issues to be brought to the attention of the Superintendent, the Facilities Director, or the school principals, without loss of pay.

An additional forty-five (45) minutes per month will be allowed without pay for other Union meetings.

In addition to the above, four (4) meetings a year will be allowed without loss of pay.

4.3 When a custodial employee is called in for work outside his regularly schedule working hours, the employee shall be paid a minimum of two (2) hours at time and one half of the employee's regular hourly rate if the call back is Monday through Saturday and double the hourly regular hourly rate if the call back is on Sunday or a Holiday. This section excludes severe weather conditions.

4.4 Severe Weather Conditions

(A) In the event of an emergency or severe weather conditions, employees will be notified of any change in regularly assigned work hours by the maintenance coordinator or the principal or his/her designee, who shall be identified by the principal to the employee as the designee.

(B) If a decision is made by the Superintendent or his designee that twelve

(12) month employees should not report to work due to severe weather conditions, the employees may use personal day time in lieu of an unpaid day. An employee will be offered eight (8) hours work from the time he/she reports to work. Employees will be paid for hours worked.

- (C) Employees are expected, when called in, to make every effort to get to work in severe weather conditions.
- (D) In cases of severe weather conditions should the Governor declare a travel ban, an employee may use a personal or vacation day in lieu of an unpaid day.

In the event the Governor lifts the travel ban during custodian's shift, he or she may report to work in lieu of utilizing a vacation or personal day and will be offered at least eight (8) hours work from the time he/she reports to work. Employees will be paid for hours worked.

In the event that the Governor lifts the travel ban before the start of a custodian's regularly scheduled shift, he/she will be expected to report to work.

ARTICLE V
HOLIDAYS

5.0 The following fifteen (15) Holidays shall be observe days off, with full pay, for full-time employees:

- | | |
|---------------------------|--------------------------|
| 1. Fourth of July | 9. Day after Christmas |
| 2. Labor Day | 10. Day Before New Years |
| 3. Columbus Day* | 11. New Year's Day |
| 4. Veterans Day* | 12. Martin Luther King |
| 5. Thanksgiving Day | 13. President's Day |
| 6. Day after Thanksgiving | 14. Good Friday |
| 7. Day before Christmas | 15. Memorial Day |
| 8. Christmas Day | |

Should school be held on one of the holidays identified with an *, the administration may replace the holiday with a floating holiday. An employee's designation of his/her floating holiday will not be unreasonably denied by the administration.

- 5.1 Employees scheduled to work less than forty (40) hours per week shall receive the above listed paid holidays, but on a pro-rated basis according to hours scheduled.
- 5.2 Holidays falling on a Saturday shall be celebrated as per state statutes.
- 5.3 Holidays falling on Sunday shall be celebrated as per state statutes.
- 5.4 An employee shall not be charged for sick leave, personal days and/or vacation time on paid holidays listed in this Article.

ARTICLE VI
VACATIONS

- 6.0 Full-time employees shall be entitled to paid vacation days on the following basis:
- 6.0(A) Five (5) working days after the first six (6) months of service. Five (5) working days after the second six (6) months of service. (Total often (10) working days after the first twelve (12) months of service.)
- 6.0(B) Employees who have completed five (5) years of service shall be entitled to a vacation of fifteen (15) working days.
- 6.0(C) Employees who have completed ten (10) years of service shall be entitled to a vacation of twenty (20) working days.
- 6.0(D) Employees scheduled to work less than forty (40) hours per week shall receive paid vacations as indicated above, but on a pro-rated basis according to hours scheduled.
- 6.0(E) Vacation may be taken anytime during the fiscal year when the work requirements permit and upon approval of the Superintendent and/or his/her designee. Requests for vacation time must be submitted by the employee in writing to the Superintendent and/or his/her designee at least two (2) weeks before the start of the requested vacation time.
- 6.0(F) Vacation pay may be received one (1) week in advance upon application to the Superintendent of Schools, made in writing at least three (3) weeks prior to the first scheduled vacation day.
- 6.0(G) Up to five (5) unused vacation days shall be automatically carried over to the next year. In no case may more than five (5) vacation days be carried over from one year to the next except with permission of the Superintendent for vacation days in excess of five (5) that could not be taken during the year due to work requirements.
- 6.0(H) The employee's anniversary date will be used to determine the amount of vacation time used.
- 6.0(I) Employees shall receive a written statement of accumulated vacation time from the Board Office on or before October 1st of each year.
- 6.1 The vacation schedule will be determined by the employee's building principal or supervisor, but in consultation with the employee.
- 6.2 An employee, upon termination of his/her services with the Board, shall be entitled to full pay for any vacation time due. In the event of an employee's death, such payments shall be made to his/her dependent survivor, or his/her estate if there is no dependent survivor.

ARTICLE VII
LEAVE PROVISIONS

- 7.0(A) All custodians (full and part-time) hired on or after July 1978, shall, during their first year of employment, accumulate sick leave at a rate of one (1) day for each completed month of work to a maximum of twelve (12) days; pro-rated according to hours scheduled. (Forty (40) hours being full-time). Sick time may be taken in hourly, half-day or full-day increments.
- 7.0(B) All custodians beginning with their second year of employment shall receive fifteen (15) days sick leave per year.
- 7.0(C) Unused sick leave in any one (1) year may be carried forward and accumulated to a maximum of 160 days.
- 7.0(D) Absences of five (5) or more consecutive working days will require a physician's certificate.
- 7.0(E) Eligible employees shall be permitted unpaid leave of absence in compliance with the requirements of the Family Medical Leave Act.
- 7.1(A) Sick days pay accumulated shall be paid to employees upon retirement at the rate of ten dollars (\$10.00) per day for the first five (5) years and fifteen dollars (\$15.00) per day after five (5) years.
- 7.1(B) Up to five (5) sick days per contract year may be used to care for a sick child or to attend to an emergency including a critical illness or severe injury in the immediate family (spouse, child, stepchild, parent, sibling, parent of spouse, stepparent or grandparent of either) or a person residing in the home of the employee.
- 7.1(C) The Superintendent may grant time, with pay, to attend professional conferences and seminars or take course of study which will contribute to, or increase the employee's knowledge about betterment of the public service.
- 7.1(E) Employees shall receive a written statement of accumulated sick time from the Board Office on or before October 1st of each year of this contract.
- 7.2 In the event of the death of an employee, his/her accumulated sick leave pay shall be paid to the estate of the employee.
- 7.3 Employees shall be granted special leave of absence with full pay for the following reasons:
- 7.3(A) Employees shall be entitled to full pay at the current rate for their absences due to jury duty, provided that reimbursement for same and regular pay together does not exceed employee's regular wage. Employees serving on jury duty shall submit to the Board of Education all monies received by virtue of their participation in jury duty.

- 7.3(B) Military leave, not to exceed two (2) weeks, shall be granted to regular employees when required to serve a period on active reserve or National Guard duty. During this period, the employee shall be paid the difference, if any, between his regular and military salary. Copies of active duty orders shall be provided to the Superintendent of Schools.
- 7.4(A) All employees, including part-time, shall be entitled to five (5) days of bereavement pay on an annual basis. At the discretion of the Superintendent or his/her designee additional bereavement days may be permitted.
- 7.4(B) Personal Days: all employees, including year round part-time employees, shall receive three (3) personal days per year, on July 1 of each year.
- 7.5 All personal days must be requested at least forty-eight (48) hours in advance and are subject to the approval of the Facilities Director and/or the Superintendent's designee. In the case of an emergency, notification of forty-eight (48) hours in advance will be waived. Personal days are not cumulative from year to year. Personal days may be used in half-day or full day increments.
- 7.6 An employee who is unable to report for regular work due to injuries or other disability sustained in the performance of his work, and who is eligible for payments under Workers' Compensation Act, shall receive full compensation. That portion of compensation that is not covered by Workers' Compensation shall be deducted from sick leave. When all sick leave is used, full compensation shall be only those benefit amounts provided by Workers' Compensation.
- 7.7 Employees who are unable to work due to illness or injury or are on extended unpaid leave of absence, and are no longer eligible for health insurance paid by the Board, shall be allowed to maintain health insurance at their own expense.
- Employees eligible for leave under the Family Medical Leave Act (FMLA) shall be allowed to maintain health insurance coverage under the same conditions as provided under Article X of the Agreement during the period of FMLA leave.

ARTICLE VIII WAGES

- 8.0 The wage schedule is attached hereto as Appendix A.
- 8.0(A) Effective and retroactive to July 1, 2013 and each July 1st thereafter, a bargaining unit employee who is not at the maximum step in their classification shall move up to the next step on the wage schedule annually. This provision shall not apply in contract years 2017-18 and 2018-19.
- 8.1 Lead custodians shall be paid an additional \$1,000.
- 8.2 The shift differential shall be one dollar (\$1.00) for each hour worked on the second shift. This shift differential is guaranteed from the beginning of each school year to the end of the school year.

- 8.3 The Board and the Union agree that the wage scale applies to part-time employees, on a pro-rated hourly basis.
- 8.4 When an employee is temporarily required to assume the duties of another employee in a higher classification, or in addition to his/her own duties, beyond thirty (30) calendar days, he/she will be paid on his/her same step in the Higher classification and will remain on that schedule until he/she is relieved of the additional responsibilities.
- 8.5 The Board agrees to cover the employees under the provisions of the Unemployment Compensation Laws of Connecticut.
- 8.6 Authorized leaves of absence will not be considered an interruption of seniority.
- 8.7 Employees will be paid by direct deposit. Individuals who are employed as of July 1, 2010 may request, in writing, to receive their paycheck in paper form.

ARTICLE IX
RESIGNATIONS AND TERMINATIONS

- 9.0 To resign in good standing an employee must give the Board of Education at least fourteen (14) calendar days written notice. Employees who intend to resign, who do not give the Board fourteen (14) days' notice, and who do not report for work without giving fourteen (14) days' notice shall not be in good standing. Employees who are not in good standing shall be denied the benefits of this Agreement that are payable upon resignation or retirement. This notice requirement may be reduced or eliminated in emergency situations by approval of the Superintendent.
- 9.1 Terminations: an employee who fails to report to work for a period of three (3) consecutive working days and who fails to notify his immediate Supervisor of the reason for his/her absence may be terminated by the Superintendent. Terminated employees will be denied the benefits of the contract that are payable to an employee who resigns or retires in good standing.
- 9.2 All disciplinary action shall be for just cause, except during the probationary period, as set forth in Section 3.1. When an employee is suspended or discharged the employee shall be given written notice of the reason for such action, with a copy to the Union.
- 9.3(A) All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being taken.
- 9.3(B) Progressive disciplinary action for minor offenses shall normally follow this order:
- a. Verbal warning;
 - b. Written warning;
 - c. Suspension without pay;
 - d. Discharge.

Any one of the above steps may be omitted, depending upon the severity of the discipline required.

**ARTICLE X
INSURANCE AND PENSION**

10.0(A) The Board shall continue to provide eligible employee's with the option of participating in individual, two member, or family membership in a comprehensive health insurance plan ("traditional plan") as a buy-up option for year one (2017-18) of the contract. Effective in year two (2018-19), the High Deductible/HSA ("High Deductible/HSA plan") with Vision shall be the sole insurance plan for all eligible employees.

The traditional plan will include a \$20 office co-payment, a \$25 urgent care co-payment, a \$100 emergency room co-payment, a \$150 outpatient surgery co-payment, and a \$250 per admission co-payment for hospitalization. Out-of-network services will be subject to deductibles of \$250/\$500/\$750 and to co-insurance of 20% up to \$1250/\$2500/\$3750. Prescription drug co-payments shall be as follows: \$10 generic; \$25 formulary; \$40 non-formulary with a 2x co-payment for mail order, with no cap.

Members who choose to remain on the traditional plan during year one shall pay 100% of the difference between the cost of the High Deductible/HSA plan and the traditional plan.

10.0(B) Effective upon ratification of this contract, during year one (2017-18) the High Deductible/HSA plan ("High Deductible/HSA plan") shall be the primary insurance plan offering. Beginning in year two (2018-19), no members shall be eligible for the traditional plan described in 10.0 (A) and the High Deductible/HSA with Vision shall be the sole insurance plan for all eligible members.

The plan shall include the following components:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	\$2000/4000	\$2000/4000
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (Individual/Aggregate Family)	N/A	\$2000/4000
Cost Share Maximum (Individual/Aggregate Family)	\$2000/4000	\$4000/8000
Lifetime Maximum	Unlimited	Unlimited

The Board will fund seventy-five percent (75%) of the deductible in the 2017-18 contract year, and sixty-two and one-half percent (62.5%) in the 2018-19 contract year of the applicable deductible amount for each employee who elects coverage under the High Deductible/HSA plan. The Board's contribution toward the high

deductible plan will be deposited into the HSA accounts throughout the course of the year, on the Board's payroll dates. The parties acknowledge that the Board's contribution toward the funding of the high deductible plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed custodians. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. If the High Deductible/HSA plan is implemented after the start of the calendar year, the Board's contribution toward the funding of the deductible shall be pro-rated for that year.

Employees shall be responsible for paying the following percentages of the premium costs for the high deductible/HSA plan:

2017-2018	15.0%
2018-2019	15.5%

The Board shall provide an HRA option for those employees who are not eligible to participate in the HSA plan.

- 10.0(C) The Board shall provide for the participating employee for the duration of the contract, the cost of family coverage or individual coverage, (whichever is applicable) for Full Service Dental plan with Rider A, and Life Insurance.

The custodians shall pay the following percentages of the costs for these plans:

2017-2018	17.0%
2018-2019	17.5%

- 10.0(D) Life Insurance: All employees hired prior to July 1, 1999 shall receive life insurance coverage equal to two and one-half times his or her annual base salary or not less than the pension life insurance previously received plus the current \$20,000 life insurance policy. Such employees will no longer receive life insurance under the pension plan. All employees hired after July 1, 1999 shall receive a \$20,000 life insurance benefit.

- 10.0(E) The Board shall have the right to change the carriers and/or plans for the health, dental and life insurance benefits described in this Article, provided that the new carriers and/or plans provide an overall level of benefits which, when considered as a whole, provides a level of benefits comparable to the existing carriers and/or plans. The Board also reserves the right to self-insure some or all of the health, dental and life insurance benefits. The Board will consult with the Union before changing carriers and will arrange for information sessions with affected employees prior to implementing any change.

- 10.0(F) The Board shall provide information to each employee on insurance premiums and benefits upon the issuance of a new contract.

- 10.0(G) The Board shall maintain a Section 125 plan for pre-tax treatment of unreimbursed medical expenses, employee insurance premium cost and dependent care expenses to the extent provided by law.

- 10.1 Members of the bargaining unit are participants in and covered by the Town of Tolland Pension Plan in accordance with its terms (excluding the life insurance benefits).

ARTICLE XI
GRIEVANCE PROCEDURE

- 11.0 A grievance is hereby defined as a claimed misinterpretation or misapplication of a specific section of this contract to an individual employee or group of employees. A grievance must be in writing and must set forth the specific section(s) of the contract alleged to have been misinterpreted or misapplied. The purpose of the grievance procedure shall be to resolve, at the lowest possible administrative level, issues which may arise from time to time with respect to the provisions of this agreement.

PROCEDURE

(A) Time Limits:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

(B) If an employee does not file a grievance within fifteen (15) working days after he/she knew, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

(C) Failure by the aggrieved employee at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that level.

STEP 1: Between the Union Steward, or the Union President and the aggrieved party, and the Facilities Director. The Union shall submit the grievance, in writing, to the Facilities Director. The Facilities Director and/or his/her designee shall adjust the grievance at once or notify the Union Steward and/or the Union President of his/her decision within five (5) working days from the day the grievance was presented.

STEP 2: If the grievance is not resolved at Step 1, the Union Steward and/or the Union President may reduce the grievance to writing and present it to the Superintendent of Schools within five (5) working days after receipt of the decision or, if no decision is issued, within five (5) working days after the deadline for the issuance of such decision. The Superintendent shall arrange a meeting with all those concerned to review the facts, and shall issue his decision in writing within ten (10) working days from the day the grievance was submitted to him

STEP 3: If the Union isn't satisfied with the Superintendent's reply, the Union may, within fifteen (15) working days of the reply, submit the grievance in

writing to the State Board of Mediation and Arbitration for arbitration. The decision of the arbitration panel shall be final and binding on both parties. The arbitrator shall be bound by the terms of this agreement and shall have no power to add to, subtract from or modify the provisions of this agreement

- 11.1 If the Board of Education or its representative fail at any step of the grievance procedure to respond to any grievance within the applicable time limits where no written extension has been agreed to by the parties, the grievance may be processed to the next step within the time limits set forth above.
- 11.2 The Union Steward or Union President and the aggrieved party and one officer of the Union shall be afforded the necessary amount of time without loss of pay for purposes of attending grievance meetings as listed in Step I through Step 4 of the grievance procedure.
- 11.3 The services of the UPSEU representatives shall be available to the complainant at the second step of the grievance procedure if the employee requests it.

ARTICLE XII FULL AGREEMENT

- 12.0 This Agreement contains the full Agreement between the Board and the Union and supersedes all past contracts and/or practices.

ARTICLE XIII BOARD PREROGATIVES

- 13.1 Except where such rights, powers and authority are specifically relinquished, abridged or limited by a provision of this Agreement, the Board has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. Sec. 10-220 and the following:
- a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
 - b) To discontinue processes or operations or to discontinue their performance by employees.
 - c) To select and to determine the number and types of employees required to perform the Board's operation.
 - d) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
 - e) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance

with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

- f) To establish contracts or sub-contracts for the custodial and maintenance operation, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members.
- g) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rate.

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

ARTICLE XIV DURATION

14.0 This Agreement shall be effective as of the date of ratification and shall remain in full force and effect until the 30th day of June, 2019. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing 150 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than 120 days prior to the expiration date; this Agreement shall remain in full force and be effective during the period of negotiations, and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

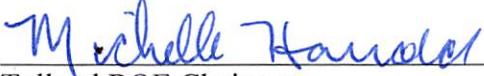
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the termination date set forth in the preceding paragraph.

14.1 Should any article, section or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS
26th day of October, 2017.

TOLLAND BOARD OF EDUCATION

UNITED PUBLIC SERVICE
EMPLOYEES UNION



Tolland BOE Chairman



Kevin B. Boyle, Jr.
UPSEU President

**APPENDIX A
WAGE SCHEDULES**

**2017-2018
2% GWI**

Step	Custodian	Head Custodian
1	\$13.61	\$15.81
2	\$14.18	\$16.50
3	\$14.79	\$17.23
4	\$15.43	\$18.00
5	\$16.10	\$18.78
6	\$16.76	\$19.57
7	\$17.44	\$20.38

Off Schedule Head Custodians:	\$22.17 \$23.19
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Effective July 1, 2017, all employees below maximum step shall not receive a step increase.

**2018-2019
2% GWI**

Step	Custodian	Head Custodian
1	\$13.88	\$16.13
2	\$14.46	\$16.83
3	\$15.09	\$17.57
4	\$15.74	\$18.36
5	\$16.42	\$19.16
6	\$17.10	\$19.96
7	\$17.79	\$20.79

Off Schedule Head Custodians:	\$22.61 \$23.65
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Effective July 1, 2018, all employees below maximum step shall not receive a step increase.

SETTLEMENT AGREEMENT

WHEREAS, The Tolland Board of Education (hereinafter the "Board of Education") and United Public Service Employees Union, Tolland BOE Custodians, Local 424 – Unit 27 (hereinafter the "Union") are parties to a Collective Bargaining Agreement which defines the wages, hours of work and other conditions of employment for those bargaining unit employees;

WHEREAS, The Union filed a grievance regarding the lack of custodial coverage for a sporting event at Tolland High School; and

WHEREAS, The parties have met to discuss the issue of custodial coverage at scrimmages and have agreed to a resolution of the matter.

NOW, THEREFORE, It is hereby stipulated to and agreed by the Board of Education and the Union as follows:

1. Open scrimmages shall be defined as ones that occur within the school building in which members of the public are allowed to attend and the doors to the school are unlocked for the purpose of the public attending. Open scrimmages shall be considered public events.
2. During non-custodial working hours, open scrimmages shall require a building use form to be completed by the coaching staff or athletic director, and the appropriate assignment of custodial personnel shall occur in accordance with Sections 4.0(B), 4.2(B) and 4.2(D) of the Collective Bargaining Agreement.
3. Closed scrimmages shall be defined as scrimmages between students on Tolland Public School teams and/or those from other schools which occur during non-custodial working hours, are closed to the public and are scheduled before the start of the regular season or after the end of the regular season.
4. Closed scrimmages do not require a building use form to be completed and the doors to the school shall be locked. Sports equipment, chairs and other items may be set up by the coaching staff for the purpose of supporting the teams. Custodial coverage shall not be required during closed scrimmages. The Head Custodian shall be notified of any scheduled closed scrimmages in the building in which he or she works.

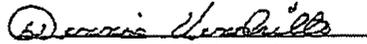
5. The Union shall withdraw the grievance.

For the Board

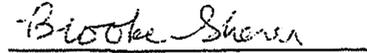

Walter Willett, Superintendent

5/6/15
Date

For the Union


Dennis Vendrillo, Unit President

May 8, 2015
Date


Brooke Sherer, UPSEU

5/13/15
Date