

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE BERLIN BOARD OF EDUCATION
AND
THE BERLIN BOARD OF EDUCATION CUSTODIANS
C.A.L.U. #1

JULY 1, 2021 TO JUNE 30, 2024

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PREAMBLE

This Agreement is made and entered into between the Berlin Board of Education (hereinafter referred to as "the Board") and C.A.L.U. #1 (hereinafter referred to as "the Union").

ARTICLE I: RECOGNITION

Section 1.0

The Berlin Board of Education recognizes the Union as the exclusive bargaining agent with respect to wages, hours and working conditions of all regular employees of the Berlin School Custodial Employees excluding Head Custodians and those employees working less than twenty (20) hours a week.

ARTICLE II: WAGES

Section 2.0

The wages for all persons covered by this Agreement are set forth in Appendix "A", which is attached hereto and made a part of the Agreement.

ARTICLE III: CUSTODIANS' WORK SCHEDULES

Section 3.0

Work Schedule - Regular (Days school is in session).

Random Schedules - 1 1/2 hours before school opening until 11:00 p.m. with a half hour allowance for lunch, to be taken prior to or after the regular lunch schedule program, unless authorized by the Director of Operations, for a total of 8 1/2 hours. First shift employees shall be entitled to a paid thirty (30) minute lunch during the summer recess only.

Afternoon Schedule - Schedule to begin work after 12 noon, a total of 8 hours, with a half hour allowance for lunch, between the hours of 6:00 p.m. and 7:30 p.m. Variations may be made in the above schedules when the Director of Operations judges other hours will be more suitable for the proper carrying out of duties within a particular school. No regularly scheduled afternoon full-time shift will be scheduled to start later than 4:00 p.m.

Each employee's work hours during the day will be consecutive, with no split shifts for any individual employee. If an employee is called back to work after his/her shift has ended and he/she has left work, he/she shall be paid for a minimum of three hours at his/her regular rate.

Section 3.1

If an employee's regular work schedule is to be modified on an ongoing basis, the Board will notify the employee of his/her new regular work schedule in writing at least two (2) weeks prior to the effective date of the change.

Any temporary alteration of a custodian's regular schedule with less than twenty-four (24) hours' notice shall be considered an extension of the workday. If a custodian's regular schedule is altered with less than twenty-four hours' notice, he or she shall be paid at the applicable overtime rate for the hours that fell outside the previously scheduled shift.

Section 3.2

All personnel are assigned to a school by the Director of Operations and changes in assigned schools may be made at any time, provided the salary remains the same.

Section 3.3

Work Schedule - School Vacations

When school is not in session, custodial work time shall be scheduled between 7:00 a.m. and 5:00 p.m., unless, in the sole discretion of the Director of Operations, one or more custodians are required to cover other shifts. If the Director of Operations determines that another shift is necessary, this shift will be staffed first by taking volunteers within the building where the altered shift is needed. If there are no volunteers, this shift will be staffed in reverse order of seniority within the building where the altered shift is needed. The decision of the Director of Operations as to when an altered shift is needed shall be final and not subject to the grievance procedure.

Section 3.4

Work Schedule - Extra Time

In compliance with applicable federal and state laws, all custodial employees shall be paid at the rate of time and one half for all hours worked beyond the regular time of forty (40) hours per week.

- A. Part time staff may be employed to act as custodians for the purposes of Town tax supported activities.

- B. Regularly scheduled forty (40) hour custodial personnel employed when necessary on Saturday and Sunday and legal holidays shall receive time and a half. An employee shall not be eligible for Saturday and/or Sunday work if he/she calls out sick on the preceding Friday.
- C. Any custodian who works an altered schedule pursuant to sections 3.1 or 3.3, shall be paid a differential of one dollar and twenty-five cents (\$1.25) per hour for each hour of the shift, including hours that are not altered.
- D. For scheduled overtime opportunities, the Board will post overtime distribution lists on a weekly basis within each building. Overtime will be assigned by rotating through each building list. If an employee within that building refuses an offer of overtime work, the employee will be charged with the overtime as if the employee had worked.

If there is no volunteer within that building, the Board will extend the opportunity to all bargaining unit members working outside the building. In such cases, the overtime will be assigned in accordance with a master overtime distribution list which shall include all bargaining unit members. Overtime will be assigned by rotating through the master list. As set forth above, if an employee refuses an offer of overtime work off the master overtime distribution list, the employee will be charged with the overtime as if the employee had worked.

For unscheduled overtime opportunities, which shall be defined as an opportunity that arises with less than 24 hours' notice, the same process set forth above with respect to scheduled overtime opportunities shall apply.

All overtime rotations will include the custodians and head custodians within each building.

Section 3.5

A complete time record must be submitted by each employee weekly. It shall indicate all absences and give reason for same.

The pay record must be signed by the Head Custodian/Building Supervisor.

Section 3.6

Wage Payments

All employees shall receive their bi-weekly pay by direct deposit in alternating weeks, as per the payday schedule.

Section 3.7

Storm Days

When school is cancelled due to inclement weather, custodial employees shall be expected to report to work for the morning shift. Each Head Custodian will advise his/her staff of conditions and his/her needs. If an employee reports late to work on an inclement weather day, he/she shall still be required to work a full shift on that day.

In the event that night-time activities are not cancelled, the Head Custodian/Building Supervisor shall assign one or more night custodians to work their regular schedule, based on a rotating schedule. If the Superintendent feels that conditions are such that no one should report to work, employees will be notified, at least one hour prior to the start of their shift, where practicable, not to report to work. In such instances, no pay will be withheld.

Staff may elect to use personal or vacation time on weather related closings or remote learning days. If an employee elects such time and the District subsequently closes for business, those employees who came to work or planned to come to work will be paid regular wages; those employees who elected to use paid leave will be charged the appropriate leave time for the day.

Section 3.8

If a bargaining unit employee is out on an approved leave of absence for fifteen (15) working days or more, the Board shall have the right to hire a temporary substitute to fill the position until the bargaining unit employee returns from his/her leave. Such substitute will be paid at a rate as determined by the Board. The Board may offer such appointment to a current part time member. In such instances articles 3.1 and 3.4 will not apply.

ARTICLE IV: CONDUCT

Section 4.0

No employee shall be disciplined except for just cause.

ARTICLE V: HOLIDAYS AND VACATIONS

Section 5.0

- A. Provided that school is not in session on any of the days set forth below, paid holidays are as follows:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, 1/2 Day for Berlin Fair, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, Day after Christmas, New Year's Eve.

In the event that school is in session on any of the holidays set forth above, the Board will provide a floating holiday in lieu of the holiday. The date for any floating holiday will be established by mutual agreement between the Director of Operations and representatives of the Union at the beginning of the school year (not later than October 1). A floating holiday will occur on a date when school is not in session.

On the Berlin Fair Day, the work day for all unit members, except one member who regularly works an afternoon schedule at Berlin High School, shall end at 3 p.m. The parties recognize that the Board may need to schedule one unit member to work a half day shift that commences after 3 p.m., or that ends after 3 p.m., to address specific issues at Berlin High School on the Berlin Fair Day. If the Board needs to schedule a unit member in this fashion, the Board shall designate the least senior member of the unit who is working an afternoon schedule at Berlin High School.

When a scheduled holiday falls on a Saturday or Sunday, and no provision is made to observe same, a day shall be designated for all personnel to observe this holiday. Under no conditions shall a compensatory day of any kind be taken when school is in session.

Section 5.1

Vacation - For the fiscal year in which an employee is hired, the employee shall accrue vacation at the rate of .83 days for each completed month of employment. Such vacation shall be credited to the employee on the July 1st following the employee's hiring. On the employee's fifth and tenth anniversary date of hire, the employee shall be credited with an additional week of vacation, which must be used prior to June 30 of that year.

Employees shall be credited with the following amounts of vacation on July 1st, following the completion of the fiscal year, based on the number of years of completed service as of July 1st:

Number of Years of Service Completed as of July 1st	Number of Vacation Days Credited on July 1st
1-4	Ten
5-9	Fifteen
10+	Twenty

Vacation may be used on weather related closings or remote learning days. If an employee elects to use vacation time and the District subsequently closes for business, those employees who came to work or planned to come to work will be paid regular wages; those employees who elected to use vacation leave will be charged the appropriate vacation leave for the day.

Upon the resignation, retirement, layoff or death of an employee, the Board will pay the employee for unused vacation for the current year up to a maximum of twenty (20) days. In the case of resignation or retirement, the employee must provide fifteen (15) calendar days' notice in advance of the effective date of the resignation or retirement in order to be eligible for such payment.

Section 5.2

Vacation requests shall be submitted in writing to the employee's immediate supervisor and must be approved in advance by the employee's immediate supervisor. Where possible, vacation requests should be submitted four (4) weeks prior to the proposed vacation, except in the case of emergency. Employee's request to take non-emergency vacation day(s) will not be denied simply for failure to provide twenty (20) calendar days advance notice.

In the case of a conflict between employees' vacation selections and the work schedule requirements, the first employee's request shall prevail. Employees may not take vacation time during the five (5) working days immediately preceding the start of the student school year.

ARTICLE VI: INSURANCE

Section 6.0

Effective upon issuance of this Agreement, the Board shall provide the following options for health insurance coverage, or comparable coverage to eligible employees.

A. The High Deductible/H.S.A. Plan.

The High Deductible/H.S.A. plan shall include the following elements:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible)	Plan Year 2021-2022 - \$2,000 / \$4,000 Plan Year 2022-2024 - \$2,250 / \$4,500	
Co-insurance	N/A	20% after deductible
Cost Share Maximum (Individual/Aggregate Family)	Plan Year 2021-2022 - \$4,000 / \$8,000 Plan Year 2022-2024 - \$4,500 / \$9,000	
Lifetime Maximum	Unlimited	\$1,000,000
Prescription Drug Coverage	Treated as any other medical expense, subject to the post-deductible co-payments set forth below	

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40 (retail), and a two times (2x) co-payment for mail order.

The Board will fund fifty percent (50%) of the applicable HSA deductible amount. In plan year 2021-22, the Board's contribution toward the HSA plan deductible will be deposited into the HSA accounts on or about July 1. In subsequent plan years the Board's contribution will be deposited into the HSA accounts with the first pay in September. In the event an employee has an emergency medical situation that requires payment prior to September, the District will issue the employer portion of the H.S.A. earlier than September. Requests for such emergency contribution must be made to and are subject to the approval from Human Resources. This emergency contribution will only be available in plan years 2022-2023 and 2023-2024. The parties acknowledge that the Board's contribution toward the funding of the HSA 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 employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Wellness Incentive: Effective July 1, 2021, the health insurance plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to individuals enrolled in the plan so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include age-based preventive physical examinations and age-based preventive screenings.

If an employee and the employee's spouse (as applicable) fulfill all applicable components of the wellness program during a plan year (July 1 through June 30), the

Board will contribute the following additional amounts into the employee's HSA during the following plan year:

Employee Enrolled in Individual Coverage: \$100
Employee Enrolled in Two-person or Family Coverage: \$200

- B. A Dental Rider comparable to the plan in effect as of the date of this Agreement shall be provided for employees and their eligible dependents. Employees shall pay 50% of the additional premiums for coverage of eligible dependents. The maximum age for dependents for the dental rider shall be 25.
- C. Each eligible employee shall be entitled to select, at the beginning of the enrollment year, the plan (as described above) in which he/she wishes to enroll. Each employee shall pay the following percentages of the premiums for the plan which he/she selects:

	Effective July 1, 2021	Effective July 1, 2022	Effective July 1, 2023
HDHP/HSA Plan	18.5%	19.0%	19.5%
Dental Plan (Individual Coverage)	18.5%	19.0%	19.5%

- D. Health Reimbursement Account ("HRA") shall be made available for any employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.
- E. Life Insurance shall be provided as follows:
- No insurance during the probationary period. Effective as soon as practicable following an employee's successful completion of the probationary period, the Board will provide each full-time employee with group term life insurance in the amount of \$50,000.
- F. The Board shall maintain a plan under Section 125 of the Internal Revenue Code, in order to allow employees to pay their insurance premium contributions on a pre-tax basis.

- G. Subject to all applicable laws, the Board shall make available on an optional basis, a Section 125 Flexible Spending Account for Medical Care Reimbursement and for Dependent Care.

Section 6.1

- A. All full-time employees are eligible for above insurance coverage upon application. New employees shall become eligible for health and dental insurance benefits the first calendar day of the month following their date of hire.
- B. Employees may have members of their immediate family covered under the above plans, subject to the eligibility requirements of the plan carrier/ administrator and subject to the provisions for premium cost sharing set forth.
- C. The Board shall have the right to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding and such change.
- D. Excise Tax.

The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Municipal Employees Relations Act ("MERA"). During such mid-term negotiations, the parties will reopen Article VI (Insurance) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

ARTICLE VII: RETIREMENT

Section 7.0

Employees may participate in the Town of Berlin Retirement Plan, subject to the requirements and provisions of the Plan, as may be amended from time to time.

ARTICLE VIII: SICK LEAVE AND RELATED MATTERS

Section 8.0

All leave and benefits apply only to full-time employees, except as otherwise required by law.

Sick leave shall be earned at the rate of 1.25 days per month of employment. Yearly accumulation not to exceed fifteen (15) days per fiscal year, (July 1 to June 30). Total accumulation for employees hired on or before June 30, 2001 is one hundred sixty-five (165) days.

Total accumulation for employees hired after June 30, 2001 is one hundred and fifty (150) days.

Section 8.1

Sick leave may be taken for:

- A. Employee's personal sickness.
- B. Except as otherwise required by law, not more than five (5) days of sick leave per year may be used for the illness of the employee's spouse, parent, child, mother-in-law, father-in-law or a member of the employee's household, or of a member of the employee's immediate family for whom the employee has been given the legal responsibility for making health care decisions, through a health care proxy, living will or similar legally binding process.
- C. Attending an appointment with a physician, where such an appointment cannot be scheduled outside the employee's work hours, and where the employee notifies the Director of Operations of the appointment at least one (1) week in advance, except in emergencies. The employee shall be entitled to leave under this provision only for the portion of the employee's shift during which the appointment occurs. The employee shall report to work for the remainder of the shift. Employees shall be required to make every effort to schedule the appointment at the beginning or end of the shift.

Section 8.2

Employees shall be allowed additional days absence during each school year with full pay for the causes listed below. These days are not to be accumulative.

- A. Bereavement. Five days absence during each school year for death in the employee's immediate family (mother, father, spouse, child, step-child, sister, brother, grandmother, grandfather, current mother-in-law, current father-in-law, or

other relative in the same household). One day absence during each school year for the employee's aunt, uncle, cousin, brother-in-law and sister-in-law.

- B. Personal Leave. Employees will be entitled to three (3) personal leave days per year, which shall be non-cumulative, for conducting personal business which cannot be transacted outside of working hours. Examples of permissible uses of personal leave include the following: required court appearance; house closing; birth or adoption of child; graduation of employee, spouse, child or other relative domiciled in employee's household; marriage of employee or child; or unforeseen emergencies beyond the control of the employee. In order to use personal leave, an employee must submit a request to the Director of Operations or designee for approval at least one week in advance, stating the reason for the personal day. In emergencies, the one week notice requirement may be waived.

These days shall not be used during the first two weeks or last two weeks of the school year, or immediately before or after any school vacation or holiday, unless the Superintendent or the Superintendent's designee, in his/her sole discretion, grants such days when the circumstances associated with the request are unexpected and/or unavoidable.

Personal leave days may be used on weather related closings or remote learning days. If an employee elects to use personal time and the District subsequently closes for business, those employees who came to work or planned to come to work will be paid regular wages; those employees who elected to use personal leave will be charged the appropriate personal leave for the day.

- C. Jury Duty. Employees called for jury duty will receive the necessary leave to fulfill their civic obligation. The employee shall receive a rate of pay equal to the difference between the jury fee and the regular daily wage payment. The employee must notify the department head immediately upon receipt of notification.

Section 8.3

Personal Injury Benefits

When an employee is absent from his/her regular assignment due to a claim under the Workers' Compensation Act, the following procedure will be followed:

- A. Employee will file claim with the current insurer.
- B. The insurer will pay employee compensation due based on employee's salary.
- C. The Board may require a physical examination of any employee returning to work, in accordance with federal and state law.

For employees who are entitled to receive workers' compensation benefits as a result of an injury, illness or occupational disease arising out of and in the course of their employment with the Board, the Board will pay the difference between the dollar amount of weekly payments received by the employee under the Workers' Compensation Act and the employee's regular weekly net pay after deduction of taxes, for a period of up to ninety (90) calendar days from the date of injury, illness or occupational disease, or until such time as the employee is able to return to work, becomes ineligible for workers' compensation benefits, or reaches maximum medical improvement, whichever occurs first.

Nothing herein shall preclude the Board from exercising its rights under the FMLA when an employee is absent from work due to an injury, illness or occupational disease.

Section 8.4

Health Examinations

The Board may require physical examinations of employees in accordance with federal and state law. Said examinations shall be provided through the Board's medical advisor. If an employee chooses to have the examination performed by his/her own physician, the Board shall pay a cost equivalent to charges assessed by its medical advisor.

ARTICLE IX: EMPLOYEE CLASSIFICATIONS

Section 9.0

Full-time Employees

An employee who is regularly scheduled to work no fewer than forty hours per week works the normal work week in an established position and has been approved by the Board.

Section 9.1

Probationary Employees

- A. A new employee shall be called a "Probationary Employee" until he/she has completed ninety (90) calendar days of satisfactory service in the Berlin Schools and has been approved by the Board.
- B. An employee who is terminated during or at the end of the probationary period shall not have recourse to the grievance procedure.

Section 9.2

Part-Time Employees

A part-time employee is one who does not work the standard forty (40) hour week.

ARTICLE X: MISCELLANEOUS

Section 10.0

Custodians will be eligible for reimbursement in an amount up to \$150 per fiscal year for the purchase of approved shoes for work. An employee may purchase multiple pairs of shoes provided his/her total annual reimbursement does not exceed the allotted \$150.

Section 10.1

Vacancies

All vacancies and new positions shall be posted simultaneously for both internal and external candidates for five (5) working days. Employees shall have five (5) working days from date of posting to apply. The Board shall have the right to select the applicant who is most qualified and most able to perform the job, as determined by the Superintendent or his/her designee. If the Superintendent or his/her designee determines that two or more applicants are equally able to perform the job, then seniority shall be the deciding factor for awarding said vacancy or promotion.

Section 10.2

Seniority

Seniority shall be defined as status for specific purposes based on an employee's uninterrupted service with the Board, from the first day worked in the bargaining unit following the date of last hire, including all authorized paid leave provided the employee returns to work immediately at the conclusion of such leave. An employee suspension of less than thirty (30) consecutive days shall not affect seniority.

No employee shall attain seniority or other rights under this Agreement until he/she has been continuously employed by the Board for a period of ninety (90) work days. Until expiration of such period, he/she may be terminated for any reason whatsoever and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. Upon successful completion of the probationary period, a new employee shall acquire seniority retroactive to his/her first day of employment.

The Board shall prepare a list of all employees covered by this Agreement showing their seniority with the Board, as defined above. The Union shall be provided a copy of the seniority list upon request.

An employee shall forfeit accrued seniority:

- A. Upon voluntary resignation or retirement.
- B. Upon discharge or layoff, provided that if an employee is laid off for a period of two years or less, he/she shall retain seniority accrued as of the date of the layoff upon return to service with the Board (but shall not accrue additional seniority during the layoff), except that an employee shall forfeit any right to retain accrued seniority if he/she has refused an offer of re-employment by the Board within such layoff period, or has failed to respond within ten (10) days of the mailing (by certified mail, at the employee's last known address) of an offer of re-employment during such layoff period.

Section 10.3

Reduction in Force

The Board has the sole and exclusive prerogative to eliminate or reduce positions in the bargaining unit. When the Board determines that a layoff is necessary, the Board shall first determine which position(s) must be eliminated. Thereafter, the Board shall determine which employee(s) must be laid off.

Layoffs shall take place in the following order, in inverse order of seniority, except that in no case shall the Board be required, in order to comply with the provisions of this Section, to place an employee in a position for which the employee is not qualified or would be, in the determination of the Superintendent or his/her designee, unable to carry out the job duties satisfactorily and efficiently:

- 1. Part-time probationary employees
- 2. Full-time probationary employees
- 3. Part-time non-probationary employees.
- 4. Full-time non-probationary employees.

Employees who are laid off shall, in the order of seniority, be given the first opportunity for reemployment in their job classifications for a period of one (1) year from the date of layoff. An employee who refuses an offer of reemployment, or who fails to respond to an offer of reemployment within ten (10) calendar days of the mailing of such notice (by certified mail, return receipt requested) shall forfeit all recall rights.

Section 10.4

Employees who are pre-authorized to use their own cars in the performance of Board business shall be reimbursed at the IRS rate for such travel. It is understood that the Board of Education does not carry insurance on the employees' personal vehicles.

Section 10.5

The Board of Education will furnish regular employees, those who work the normal work week in an established position, with five (5) sets of uniforms on an annual basis. New full-time and part-time employees will be provided with uniforms within thirty (30) days of their date of hire. All custodial personnel are to wear the uniforms provided by the District at all times, except that during the summer, employees may wear professionally appropriate shorts and/or pants. These uniforms are to be kept clean and neat.

Section 10.6

All personnel completing their regularly assigned duties or areas must assist others within their assigned areas or be assigned additional duties as time permits.

ARTICLE XI: GRIEVANCE PROCEDURE

Section 11.0

For the purpose of this Agreement, the term "grievance" means any dispute between the Board and the Union or between the Board and the employees concerning the effect, interpretation, application claim of breach, or violation of this Agreement.

- A. Any such grievance shall be settled in accordance with the following grievance procedure:

STEP 1 The aggrieved employee with or without his/her steward or representative shall reduce his/her grievance to writing and submit it to the Head Custodian within ten (10) working days of the occurrence in an effort to get the grievance resolved immediately. The Head Custodian will adjust the grievance at once or give an answer to the Union in writing within five (5) working days of receipt of the grievance.

STEP 2 If the aggrieved party or the Union is not satisfied with the answer given by the Head Custodian they may within five (5) working days after receipt of the Step 1 answer, or the expiration of the time

period for such response, whichever is sooner, elect to submit the grievance in writing to the Director of Operations who will arrange a hearing with the grieving party and the Union within ten (10) working days with written answer five (5) working days after hearing.

STEP 3 If the aggrieved party or the Union is not satisfied with the answer given by the Director of Operations, the aggrieved party or the Union may within ten (10) working days after receipt of the Step 2 answer, or the expiration of the time period for such response, whichever is sooner, submit the grievance to the Superintendent of Schools (or approved designee). The Superintendent (or designee) shall respond to the grievance in writing within ten (10) working days.

STEP 4 If not satisfied with the answer given by the Superintendent (or the Board approved designee), the Union may, within fifteen (15) working days of receipt of the Superintendent's (or the Board approved designee) response, whichever is sooner, submit the grievance to arbitration by filing a written notice of intent to submit the matter to arbitration with the Director of Operations.

The Director of Operations shall thereafter have the right to designate the Connecticut State Board of Mediation and Arbitration, the American Arbitration Association or the American Dispute Resolution Center Inc. to hear the grievance. If the Director of Operations wishes to designate the American Arbitration Association or the American Dispute Resolution Center Inc. to hear the grievance, he/she shall so notify the Union, in writing, within ten (10) working days of receipt of the Union's written notice of intent to submit the matter to arbitration. In the event that the Director of Operations does not so notify the Union within such time period, the Board shall thereby waive its right to select the American Arbitration Association or the American Dispute Resolution Center, Inc. to hear the grievance.

Not later than twenty (20) working days after receipt of notice from Director of Operations designating the arbitration agency, or, in the event that no such notice is received, within twenty (20) working days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriation agency, with a concurrent copy to the Director of Operations.

In the event that a grievance is processed to arbitration through the American Arbitration Association or the American Dispute Resolution Center, the Board shall pay the costs of the arbitrator. In the event that a grievance is processed to arbitration through the State Board of Mediation and Arbitration, the costs of the arbitrator(s) shall be borne equally by the Union and the Board.

The decision rendered by the arbitrator shall be final and binding upon all parties except as otherwise provided by law. The arbitrator shall be bound by and shall apply only the terms of this Agreement and shall not in any respect add to, delete from or modify such terms.

- B. Nothing herein shall be construed as prohibiting an aggrieved party from handling his/her own grievance if he/she so desires, but no agreement shall be made that is contrary to any terms of the Agreement. The Union has the right to attend and participate at any step of the procedure. Notwithstanding the foregoing, an employee shall not have the right to pursue a grievance to arbitration; only the Union shall have the right to pursue a grievance to arbitration.
- C. The Employer shall allow the aggrieved employee(s) and a Union representative or officer the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in Section A, Steps 1 through 4 but in no case will the Board pay for any time other than lost time within the work schedule.
- D. If a grievance in writing is not filed with the Facilities Director within the time limit set forth in Step 1 above, then the grievance shall be considered to have been waived. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level, unless the parties mutually agree in writing to extend the specified time limits.
- E. An employee may, if any representative of the Board fails to render his/her decision within the specified time limits, process his/her grievance to the next higher level.

ARTICLE XII: BOARD PREROGATIVES

Section 12.0

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions 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. §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 establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures.
- C. To discontinue processes or operations or to discontinue their performance by employee for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- D. To select and to determine the number and types of employees required to perform the Board's operation.
- E. 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.
- F. 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.
- G. To establish contracts or sub-contracts for its operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members.
- H. To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rate.

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

ARTICLE XIII: UNION RIGHTS

Section 13.0

The Board agrees to deduct union dues determined by the union, uniformly assessed, from the paycheck of any employee who authorizes such deductions in writing. The proper deduction will be made each pay period from the employee's wages and forwarded to the Union monthly. Such deductions shall continue until such time as an employee revokes such authorization in writing.

The dues so deducted and forwarded monthly to the Union shall be accompanied by a list of names of all employees from whose wages such deductions have been made and the amount deducted from each individual employee. The Board will furnish the Union President with the name, address and work location of new employees within ten (10) days of their date of hire.

Section 13.1

The Board will provide each employee with a copy of this Agreement within thirty (30) days after its signing. New employees will be provided a copy of this Agreement at the time of hire.

Section 13.2

All employees in the bargaining unit, within thirty (30) calendar days from the date of their employment date by the Board, may become members in good standing.

Section 13.3

The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints, claims, costs and liabilities, including reasonable attorney's fees, caused by or arising out of the administration or enforcement of this Article.

Section 13.4

The Union shall certify to the Board the amount to be deducted each pay period from the wages of such employees. If the amount so certified is to be changed, the Union shall provide the Board with written notice of such change thirty (30) days prior to the effective date of such change.

Deductions made during any month shall be remitted to the Union no later than the last day of said month.

Section 13.5

The Board agrees that there will no lockout of any employee during the life of this Agreement, or any extension thereof. The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown or stoppage of work during the life of this Agreement or any extension thereof.

Section 13.6

The Board shall provide the local president with copies of all personnel status changes pertaining to the bargaining unit, including permanent changes in work site assignments, terminations, promotions and leaves of absence, and new hires.

Section 13.7

The Union may have the use of one bulletin board in each school building for the purpose of posting Union notices and circulars. The bulletin board shall be located in the custodians' office in each school. Under no circumstances will material of an inflammatory or derogatory nature be allowed to be posted.

Section 13.8

The Union may call meetings of members of the bargaining unit on school property during non-working time. Such meetings shall be subject to the Board's School Facility Use Policy as that policy may be in effect at the time of any such meeting.

ARTICLE XIV: SAVINGS CLAUSE

Section 14.0

Should any Article, section or part thereof, of this Agreement be held unlawful and 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 issuance of such a decision, the parties agree to immediately negotiate concerning a substitute for the invalidated Article, section or portion thereof.

ARTICLE XV: COMPLETE AGREEMENT

Section 15.0


It is understood and agreed that this Agreement contains the complete agreement of the parties, and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Board and the Union agree that each had a full opportunity to raise issues, and that all matters to be included in this Agreement have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this Agreement each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this Agreement.

ARTICLE XVI: DURATION

Section 16.0

The provisions of this Agreement shall become effective on July 1, 2021 and shall continue and remain in full force and effect to and including June 30, 2024. This Agreement shall not be retroactive except as otherwise stated specifically in the Agreement.

BERLIN BOARD OF EDUCATION C.A.L.U. #1

By: 
Barbara Demick C.A.U.
Date: 1/8/22

By: Julia Dennis
Date: 1/10/22

**APPENDIX A
WAGES
(Excluding Longevity)**

	2021-22 2.75 %	2022-23 2.50%	2023-24 2.25%
Full Time Hourly Rate: (Retroactive to July 1, 2021)	\$24.55	\$25.16	\$25.73
Part-time Hourly Rate And Probationary Rate (First 90 calendar days)	\$22.11	\$22.66	\$23.17

Annual Appointment

The high school foreman is an annually appointed position, each July 1. The appointment is for the fiscal year, unless found unsatisfactory in the position.

The appointments are made by the Director of Operations in conjunction with the Custodial Supervisor, in writing, each year by June 1.

High School Foreman

In each year of the collective bargaining agreement, the hourly rate paid to the high school foreman should be increased by the same percentage as the general wage increase in that year. The resulting hourly rate is as follows:

	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
High School Foreman	\$26.67	\$27.34	\$27.96
Middle School Foreman	\$25.61	\$26.25	\$26.84

When a member of the bargaining unit is required to assume the responsibility of a higher job classification for at least eight (8) consecutive hours, he/she shall be paid at the hourly rate of the higher classification per hour for each hour of the shift, retroactive to the first hour and continuing through the duration of the assignment.

APPENDIX B LONGEVITY

Longevity based on date of employment at anniversary for the following:

3 years anniversary:	\$150.00
8 years anniversary:	\$250.00
15 years anniversary:	\$350.00
20 years anniversary:	\$650.00

The payment will be made on the following basis: After anniversary date the amount will be added to the rate per hour and be paid in each succeeding pay period.

Only unit members employed by the Board of Education on or prior to June 30, 2001 shall be eligible for longevity payments.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

**Town of Berlin & Berlin Board of Education &
UE Local 222, CILU/CIPU, CILU #52 Berlin Blue Collar Employees &
Berlin Board of Education Custodians CALU #1**

Pursuant to the Agreement between the **Town of Berlin** and **UE Local 222, CILU/CIPU, CILU #52** Berlin Blue Collar employees effective July 1, 2018 through June 30, 2021 and **Berlin Board of Education** and **The Berlin Board of Education Custodians, C.A.L.U. #1**, in effect July 1, 2017 to June 30, 2020, the following agreement is made pursuant to work done within the school buildings.

There has been a long-standing agreement between the Facilities employees of the Town and the custodial staff at the Board of Education with regard to similar work responsibilities and the approach to repairs and maintenance within the school buildings. Major repairs to facilities fall under the Facilities Department of the Town. Minor items such as the following should be handled by the building custodians:

- Hanging a pencil sharpener;
- Installing a soap or towel dispenser;
- Replacing a handful of ceiling tiles; and
- Other simple tasks that require one man and take up to fifteen minutes. *(Including furniture fixtures & equipment jobs - including but not limited to tables, desks, chairs, carts, dolly's that require hardware adjustment or replacement; or installation of posters, plaques, pictures or items that require installation with peel and stick Velcro, tape, adhesive or small anchors and screws).*

This approach will not only expedite the minor maintenance requests, but will also free up the Facilities staff to address major items in a more timely and efficient manner.

Repair requests at each school will be reviewed with these criteria at the forefront.

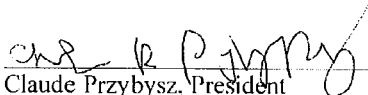
The Parties further agree that this agreement shall not set precedent in any manner and shall not be used as bargaining history by either party.



Denise Parsons, Director of HR
Berlin Board of Education & Town of Berlin



Jeff Cugno, Director of Business Operations
Berlin Board of Education

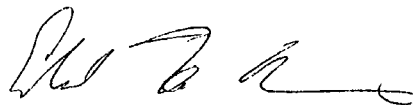


Claude Przybylski, President
CALU #1
CILU #52



William DeBlasio, President Date
Connecticut Independent Labor CILU/CIPU,

11/30/18
Date



Head Custodian President