

**AGREEMENT**

**between the**

**BERLIN BOARD OF EDUCATION**

**and the**

**BERLIN ASSOCIATION OF HEAD CUSTODIANS**

**July 1, 2013 to June 30, 2016**

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Agreement  
Between the  
Berlin Board of Education  
and the  
Berlin Association of Head Custodians

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This Agreement is made and entered into on this 23rd day of September 2013 by and between the Berlin Association of Head Custodians (hereinafter referred to as the "Association") and the Berlin Board of Education (hereinafter referred to as the "Board").

**ARTICLE I: RECOGNITION**

The Board recognizes and certifies the Association as the exclusive bargaining representative for all employees in the unit consisting of employees of the Board engaged in head custodial work in the public school system of the Town of Berlin.

**ARTICLE II: BOARD PREROGATIVES**

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 provide by Connecticut General Statute §10-220.

**ARTICLE III: SALARIES**

The salaries 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 IV: WORK SCHEDULES**

1. Work schedules for head custodians shall be set by the Director of Business Operations.
2. When school is in session between September 1 and June 30, the work time can be scheduled between 6:00 a.m. and 11:00 p.m.
3. The work schedule from July 1 to the last Friday before school begins will be between 6:00 a.m. and 2:00 p.m. with one-half hour allowance for lunch.

4. In compliance with the provisions of the Fair Labor Standards Act as revised in 1966, all head custodial employees shall be paid at the rate of time and one-half of all hours worked beyond the regular time of forty (40) hours per week.
5. Overtime shall be assigned as required by the Director of Business Operations.
6. In an emergency call-in, the employee shall be paid a minimum of three (3) hours.
7. Regularly scheduled forty (40) hour head custodial personnel employed when necessary on Saturday and Sunday and legal holidays shall receive time and a half.
8. A complete time record must be submitted by each employee weekly. This record is to show regular time and all extra time the employee spends on school property. It shall indicate all absences and give reason for same.
9. The pay record must be signed by the building Principal.
10. **Wage Payments:** Employees shall receive their bi-weekly checks on alternate Thursdays, as per payday schedule. Extra time will be computed only to the Saturday of the prior scheduled payday. Deductions for absence shall be computed on the daily rate. Effective with the ratification of this contract, all employees shall be paid by direct deposit.
11. **Storm Days:** When school is cancelled due to inclement weather, head 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. If the superintendent feels that conditions are such that no one should report to work, employees will be notified at least one-half hour prior to the start of their shift (if possible) not to report to work. In such instances, no pay will be withheld.
12. **Uniforms:** The Board will furnish employees with five (5) uniforms. All personnel are to wear the uniforms provided at all times. These uniforms are to be kept clean and neat.
13. **Conduct:** All personnel shall conduct themselves in such a manner as to have a wholesome influence on children. Any questionable conduct shall be subject to suspension or termination.
14. All personnel completing their regularly assigned duties or areas must assist others within their assigned areas or be assigned additional duties as time permits. Any unauthorized breaks will be considered quitting your job and immediate termination will take place.

## ARTICLE V: HOLIDAYS AND VACATIONS

1. **Paid Holidays:** Provided that school is not in session on any of the days set forth below, paid holidays are as follows:

New Year's Eve	½ day for Berlin Fair
New Year's Day	Columbus Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Good Friday	Day before Christmas
Memorial Day	Christmas Day
Labor Day	Day after Christmas
Independence Day	

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 Human Resources and representatives of the Association at the beginning of the school year (not later than October). A floating holiday will occur on a date when school is not in session.

2. **Vacations:**

*All employees hired prior to July 1, 1986 will receive the following vacation schedule:*

Vacation time shall be computed on the basis of .83 days vacation for each month worked during the fiscal year (July 1 to June 30). Maximum credit to be ten (10) days vacation.

Additional Vacation Time: Upon the completion of five (5) years service, the total vacation time shall be increased to three (3) weeks or fifteen (15) days. Upon the completion of ten (10) years service, the total vacation time shall be increased to four (4) weeks or twenty (20) days.

*All employees hired after July 1, 1986 will receive the following vacation schedule:*

Vacation time shall be computed on the basis of .415 days vacation for each month worked during the fiscal year (July 1 to June 30). Time awarded every July 1<sup>st</sup>. Maximum allowed to be earned to be five (5) days.

Additional Vacation Time: Upon two (2) years of service as of the end of the fiscal year (June 30), an additional one (1) week vacation - allowing ten (10) days); upon eight (8) years of service as of the end of the fiscal year (June 30) an additional one week vacation - allowing fifteen (15) days); upon fifteen (15) years of service as of the end of the fiscal year (June 30) an additional one (1) week vacation – allowing twenty (20) days. June 30 of each year shall be the date for computing accrued vacation benefits.

Vacations should be taken during the months of July and August.

3. **Payment in Lieu of Vacation:** Payment allowance in lieu of vacation for any staff with three (3) weeks or more: An employee must take two (2) weeks if allowed and may elect to request the remainder in extra pay. The extra pay will be paid after July 1, and with the subsequent payroll. Requests for extra pay in lieu of vacation must be made no later than June 1, 2010.

4. Requests to take vacation must be submitted in writing to the Director of Human Resources or designee at least four (4) weeks prior to the proposed vacation. All vacation requests must be approved in advance by the Director of Business Operations.

## ARTICLE VI: INSURANCE

Effective upon issuance of this Agreement, the Board shall provide the following options for health insurance coverage, (options for full family coverage unless otherwise noted) or comparable coverage to eligible employees:

1. A preferred provider organization (PPO) plan.
2. High Deductible Health Plan along with a Health Savings Account

New employees are eligible for participation in the plan the first of the month following date of hire. Changes can be made on an annual basis during open enrollment or with a qualifying event.

Effective July 1, 2013, the PPO plan referenced in Section A above shall be modified to include the following components:

	<b>2013 - 2014</b>	<b>2014 - 2015</b>	<b>2015 - 2016</b>
Office Visit Co-pay	\$30	\$30	\$30
Urgent Co-pay	\$100	\$100	\$125
Emergency Room Co-pay	\$150	\$150	\$175
Hospitalization Co-pay	\$400	\$400	\$400
Outpatient Co-pay	\$175	\$175	\$200
High End Imaging	\$75 (Max \$325)	\$75 (Max \$325)	\$75 (Max \$325)
<i>Out-of-network services:</i>			
Deductible	\$400/800/1000	\$400/800/1000	\$400/800/1000
Co-insurance Limit	\$1600/3200/4000	\$1600/3200/4000	\$1600/3200/4000
Out-of-pocket Maximum	\$2000/4000/5000	\$2000/4000/5000	\$2000/4000/5000
<i>Prescription Coverage:</i>			
	Managed Drug Edits (MP2)	Managed Drug Edits (MP2)	Managed Drug Edits (MP2)
Retail	\$10/25/45	\$10/25/45	\$10/25/45
Mail Order	\$20/50/90	\$20/50/90	\$20/50/90
Retail Duration	30 days	30 days	30 days
Mail Order Duration	90 days	90 days	90 days
Maximum Benefit	\$1500, with rollover to out-of-network	\$1500, with rollover to out-of-network	\$1500, with rollover to out-of-network

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

	<b>In-Network</b>	<b>Out-of-Network</b>
Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible)	\$2000/4000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Cost Share Maximum (Individual/Aggregate Family)	\$4000/8000	
Lifetime Maximum	Unlimited	\$1,000,000

*The Board will fund fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA plan deductible 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 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.*

4. 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.
5. 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:

	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>
PPO Plan	15%	16%	17%
HD/HSA Plan	13%	14%	15%
Dental Plan	15%	16%	17%

6. 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.
7. All full-time employees are eligible for above insurance coverage upon application.
8. 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.
9. There shall be no change in the present insurance benefits except by agreement of the parties. In the event the Board finds that it can provide substantially equivalent benefits and services through an alternative carrier of its choice, it shall seek mutual agreement of the Union for such change. The Union shall have thirty (30) working days to examine the Board's proposal. If the parties are unable to agree to the alternative carrier, a mutually

agreed upon arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the parties. If the parties are unable to agree on an arbitrator within 10 days of a request by either party to arbitrate, the American Dispute Resolution Center, Inc. shall be requested to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations.

**10. Life Insurance**

A life insurance policy in the amount of \$50,000 will be provided for each Head Custodian following 30 days of employment.

**11. Retirement Plan:** Employees may participate in the Town of Berlin's Defined Contribution Retirement Plan, subject to the requirements and provisions of the Plan, as may be amended from time to time. Employees are also eligible to participate in the 403(b), 457 and the Roth IRA products.

**12. Flexible Spending Accounts:** Employees may participate in the Flexible Spending Account program with Medical and Dependent care options, according the plan document.

**ARTICLE VII: WORKERS' COMPENSATION**

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

1. Employee will file claim with the current insurer.
2. The insurer will pay employee compensation in accordance with the state and federally mandated Workers Compensation regulations, based on employee's salary. For employees who are entitled to receive workers' compensation benefits for temporary total disability 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 120 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 for temporary total disability or reaches maximum medical improvement, whichever occurs first.
3. The Board may require a physical examination of any employee returning to work, in accordance with federal and state law.

**ARTICLE VIII: LEAVES**

1. **Sick leave** shall be earned at the rate of 1.25 days per month of employment. Yearly accumulation is 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 150 days.

Sick leave may be taken for:

- A. Employee's personal sickness.



- B. Not more than five (5) of these days may be used for illness of a member of the employee's family (mother, father, spouse, child) or other family members residing in the employee's household.
  - 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 Business Operations of the appointment at least one (1) week in advance, except in emergencies. Every attempt should be made to schedule appointments at the very beginning or very end the employee's shift.
2. Employees shall be allowed additional paid time off during each school year for the causes listed below. These days are not to be accumulative.

**Bereavement:** Five days absence will be provided during each school year for a 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 domiciled in the household). One day absence during each school year will be provided for the employee's aunt, uncle, cousin, brother-in-law and sister-in-law.

**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 for unforeseen emergencies beyond the control of the employee. In order to use personal leave, an employee must submit a request to the Director of Business Operations at least one week in advance, stating the reason for the personal day. In emergencies, the one-week notice 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.

## ARTICLE IX: HEALTH EXAMS

The Board may require physical examinations of employees in accordance with federal and state law. The Board shall pay the cost of such examination to the extent that such costs are not covered by applicable insurance.

## ARTICLE X: GRIEVANCE PROCEDURE

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

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

STEP 1 The aggrieved employee with or without the Association shall within five (5) working days of the occurrence take up the grievance matter with the principal in an effort to get the grievance resolved immediately. The Principal shall provide an answer within three (3) working days.

STEP 2 If the aggrieved party or the Association is not satisfied with the answer given by the principal they may within five (5) working days elect to submit the grievance in writing to the Director of Human Resources who will arrange a hearing with the grieving party and the Association within ten (10) working days with written answer five (5) working days after hearing.

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

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

Not later than ten (10) working days after receipt of notice from the Director of Human Resources designating the arbitration agency or, in the event that no such notice is received, within ten (10) working days after the period for providing such notice has expired, the Association shall file for arbitration with the appropriation agency, with a concurrent copy to the Director of Human Resources.

In the event that a grievance is processed to arbitration through the American Arbitration Association, 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 Association and the Board.

The decision rendered by the arbitrator shall be final and binding upon all parties as provided by law. The arbitration 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.

2. 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 Association 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 Association shall have the right to pursue a grievance to arbitration.
3. The Employer shall allow the aggrieved employee(s) and an Association 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 Article X; Section 1: (STEPS 1 through 4) but in no case will the Board pay for any time other than lost time within the work schedule.
4. 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.
5. An employee may, if any administrator or the Board of Education fails to render his/her/its decision within the specified time limits, process his/her/its grievance to the next higher level.

## ARTICLE XI – MISCELLANEOUS

1. **Regular Employee:** An employee who works the normal work week in an established position and has been approved by the Board.
2. **Probationary Employee:** A new employee shall be called a "Probationary Employee" until he/she has completed ninety (90) work days of satisfactory service in the Berlin Schools and has been approved by the Board. The starting pay for new employees will be 95% of the regular wage listed until successful completion of the probationary period.
3. **Terminated Employee:** An employee who is terminated during or at the end of the probationary period shall not have recourse to the grievance procedure.
4. **Part-Time Employee:** A part-time employee is one who does not work the standard forty hour work week. All part-time employees will receive free uniforms after 90 work days.

5. Head Custodians will be eligible for a shoe reimbursement of up to \$150 per fiscal year.

## ARTICLE XII: COMPLETE AGREEMENT

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 Association 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 XIII: SAVINGS CLAUSE

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.

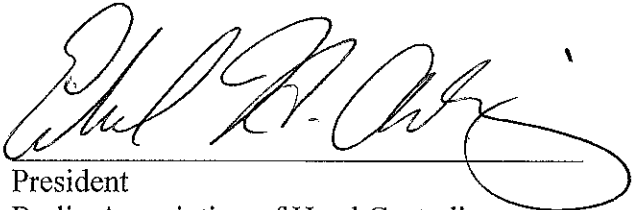
## ARTICLE XIV: DURATION

The provisions of this Agreement shall become effective on July 1, 2013 and shall continue and remain in full force and effect to and including June 30, 2016.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 15 day of ~~September~~, 2013

October

  
\_\_\_\_\_  
President, Berlin Board of Education

  
\_\_\_\_\_  
President  
Berlin Association of Head Custodians

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

**Head Custodians**  
**APPENDIX A**

**SALARIES**

	<b><u>ELEMENTARY</u></b>	<b><u>McGEE *</u></b>
<b>2013 – 2014</b>	\$47,750	\$51,206
<b>2014 – 2015</b>	\$48,944	\$52,486
<b>2015 – 2016</b>	\$50,168	\$53,798

\* Includes Elementary Coordinator payment

**LONGEVITY**

Only unit members employed by the Board of Education *on or prior to June 30, 2001*, shall be eligible for longevity payments. Longevity is determined based on completed years of service as of September 1<sup>st</sup>. The longevity payment will be added to the annual salary and paid biweekly.

The payment will be made on the following basis:

3-year anniversary .....	\$ 150.00
8-year anniversary .....	\$ 250.00
15-year anniversary .....	\$ 350.00
20-year anniversary .....	\$ 650.00

Probationary Employees will be paid at 95% of the above stated rates of pay, until successfully completing their probationary period.