

Agreement

between

Canton Board of Education



AND



UE Local 222

Connecticut Independent

Labor Union

Local #10

School Custodians

July 1, 2021 - June 30, 2024

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## PREAMBLE

This Agreement entered into by and between the Town of Canton, Board of Education, State of Connecticut, hereinafter referred to as the BOARD, and the UE Local 222, CILU/CIPU, and its sub local CILU #10, affiliated with United Electrical, Radio and Machine Workers of America (UE) hereinafter referred to as the UNION, effective, as of July 1, 2015, has as its purpose the promotion of harmonious relations between the Board and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; more effective service of the public interest; and establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working conditions of employment as provided for by the General Statutes of the State of Connecticut.

## ARTICLE 1 RECOGNITION

The Board hereby recognizes the Union as the exclusive collective bargaining agent, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, for the unit consisting of Custodial and Maintenance Employees who work twenty (20) or more hours per week and are not in such supervisory or other position as may be excluded from coverage under Section 7-467 to Section 7-470 inclusive, in accordance with sub-division (2) of Section 7-471 as established by the Connecticut State Board of Labor Relations hereinafter referred to as "employee" or "employees".

## ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1 It is recognized and agreed that the Board, through the Superintendent has and will continue to retain the exclusive rights, duties and responsibilities to manage and direct the affairs of Canton Public Schools in all its various aspects except those specifically abridged, or modified by this Agreement. Such functions of the Board include but are not limited to the exclusive rights: to hire, promote, demote, to suspend, discharge or otherwise discipline for just cause, to maintain discipline and prescribe reasonable rules to that end; to evaluate by management (not to be used for disciplinary action); to promote and insure the efficiency and effectiveness of the working forces, including the right to transfer for just cause and to change assignments for just cause; to lay off because of lack of work; and to recall and to introduce or improve methods or facilities; when in the best interest of the school system to do so. In addition, the Board shall have the sole right, responsibility and prerogative of management of the affairs of the Board and direction of working forces, including, but not limited to the following:

- a) 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.
- b) 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.

- c) To ensure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

Section 2.2 The Board agrees in the exercise of its functions to comply with the provisions of this Agreement and that the provisions of this Article shall not be used by the Board for the purpose of infringing upon any employee's right provided in this Agreement.

Section 2.3 It shall be the policy of the Board that all work which can be properly, safely and economically performed by employees covered by this Agreement shall be assigned to and performed by employees covered by this Agreement.

### ARTICLE 3 UNION SECURITY, DUES DEDUCTION

Section 3.1 It shall be a condition of employment that all employees covered by this Agreement shall on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union or pay to the Union an "Agency Fee". Said "Agency Fee" shall not exceed the amount of "Union Dues Assessment" currently in effect. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective (execution) date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union, or pay an "Agency Fee". Said "Agency Fee" shall not exceed the amount of "Union Dues Assessment" currently in effect.

Section 3.2 The Board agrees to deduct from the salary of all employees covered herein, who authorize in writing such deductions from their salary, such dues, agency fees and initiation fees as may be fixed and certified to the Board by the Union and allowed by law. The Board will remit to the Union on or before the last day of the month in which such deductions are made, the aggregate of amounts collected, together with an alphabetical list of employees from whose salaries such sums have been deducted. Such deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees that it will save the Board harmless from any claim for damages by reason of carrying out the provisions of this Agreement concerning the deductions from the salary of such dues, agency fees and initiation fees, as hereinbefore mentioned.

Section 3.3 These deductions will be made on the pay day of each month as specified by the Board and agreed to by the Union.

ARTICLE 4  
SENIORITY

Section 4.1

- a) Seniority shall consist of continuous length of service with the Canton Board of Education, and shall commence on the day that the employee begins work as a paid full time employee within the school system, except as provided in Section 4.3 below.
- b) An employee with more than six (6) months of service who has been awarded a bid for a job vacancy shall remain in such position for at least six (6) months before being eligible to bid on another vacancy. This provision shall not apply to any employee who bids and qualifies for a higher rated job classification.

Section 4.2 An employee's seniority shall be broken and he/she shall forfeit all rights and benefits under this Agreement if he/she (1) voluntarily resigns and quits (except as provided below), (2) is discharged, (3) takes a leave of absence for the purpose of working at another occupation, or (4) takes a leave of absence for more than nine (9) months, unless the leave is for military service or educational programs, or for extended medical leave approved by the Board. If an employee in good standing voluntarily resigns from employment and is rehired within six (6) months, the employee will be given seniority credit and length of service credit for the period of employment prior to resignation, for all purposes under the contract. If an employee in good standing is laid off and is recalled within the recall period set forth in the contract, the employee will be given seniority credit and length of service credit for the period of employment prior to the layoff, for all purposes under the contract.

Section 4.3

- a) No employee shall attain seniority rights under this Agreement until he/she has been continuously employed by the Board as a full time employee of the Board of Education for a period of six (6) months. During such period, the employee shall be on probation and may be discharged by the Board for any reason whatsoever. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon completion of an employee's probationary period, his/her seniority shall date back to the date of his/her original employment with the Board. Seniority for part-time employees who work at least twenty hours per week shall be attained on a pro-rated basis and such employee shall be subject to same conditions as those set forth for full-time employees.
- b) Employees, beginning with their thirty-first (31st) day of employment shall receive insurance benefits, holidays and sick leave entitlement.

Section 4.4 Except as provided in Section 4.2 above, an employee's seniority shall not be lost because of absence due to illness, authorized leave, workers' compensation, vacation, personal leave, military leave and suspension.

Section 4.5 In the event of any reduction in the number of employees, layoff shall be within job classification in the inverse order of hiring and recall shall also be within job classification by seniority, provided the senior employee has the skill and ability to do the remaining work required. Any employee laid off shall have the right to displace the least senior employee, provided the senior employee has the skill and ability to do the displaced person's job. Recall rights shall expire after twenty-four (24) months from the date of layoff.

Section 4.6 The Board shall prepare a list of permanent employees showing their seniority and time of service with the Board and deliver the same to the Union at the signing of the Agreement. Seniority is the continuous service of the employee computed in years, months, and days from the date of hire.

Section 4.7 When new jobs are created or exist the Board shall post the position for five (5) working days and each employee employed by the Board who is interested will have the opportunity to apply for said opening providing he/she is qualified.

Section 4.8 Employees will be given at least two (2) weeks' notice before layoffs are made. The Union will be notified at the same time the employee is notified of layoff. This section will not apply if the layoff is directly related to a natural disaster.

Section 4.9 The Board may from time to time make special arrangements for employees with temporary disabilities.

Section 4.10 When an opening occurs because of the existence of a vacancy or the creation of a new position, present employees who apply for the position, provided they are qualified, will be given preference over non-employees for appointment to the opening. Applicants for appointment to the opening will be considered on the basis of their skill, ability, and seniority. Where the qualifications are substantially equal as between present employees, the employee with the greatest seniority will be given preference.

Section 4.11 The Board agrees that it will use its best efforts to fill all vacancies within the Bargaining Unit within sixty (60) days of their occurrence.

Section 4.12 The following describes the status of new full-time employees during their first year of employment:

First 30 days:	Not entitled to benefits (§ 4.3b) No paid leave
After 30 days:	Commence payment of union dues or agency fees (§ 3.1) Accrue sick leave and earned days (§ 4.3b) Not eligible for vacation Personal days prorated to end of fiscal year Eligible for medical/dental and life insurance benefits (§ 4.3b)

Section 4.13 If an employee is awarded a bid to a promotional position, and if, within the first thirty (30) days in said position, the employee proves unsatisfactory to the Board, the employee will be returned to his/her former position. If, within ten (10) days of being awarded the job, such employee requests to be removed from the new position, then such employee will be returned to his/her prior position.

## ARTICLE 5 HOURS OF WORK

Section 5.1 The regular working week for full-time custodial and maintenance employees shall consist of forty (40) hours per week, eight (8) hours per day, five (5) days per week, Monday to Friday inclusive, and shall include a paid one-half (1/2) hour lunch period. On December 24<sup>th</sup>, employees may work a half-day schedule leaving one-half hour after the building is empty of other personnel and cleared for security.

Regular working hours shall be established and shall be communicated to the employees no later than thirty (30) days prior to the date that has been set by the Board for the start of the school year. Changes may be made in these established working hours as long as either the employees that are affected by the changes are notified in writing of the changes at least five (5) days prior to the date of the implementation of the changes, or in lieu of such five (5) days' notice the employees affected by the changes assent in writing individually to the changes. The five (5) day notice is waived for maintenance/utility personnel.

Section 5.2 Employees shall receive time and one-half for all hours over eight (8) hours in any one day, or for over forty (40) hours in any one (1) week.

Section 5.3 Employees shall receive double time for all work done on Sundays and time and one-half on Saturdays if Saturday or Sunday is not included in any employee's regular working week. Double time will be paid for holidays in addition to holiday pay.

Section 5.4 The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double overtime payments.

Section 5.5 Whenever overtime is required; overtime shall be divided as equally as efficient operations permit among the employees performing similar work in the group. Employees shall be required to meet reasonable overtime schedules unless they are unable to do so because of illness, injury, or prior appointment. Overtime will normally be assigned first to the employees of the building in which the work is to be performed, provided such employees are qualified to perform the work. When building personnel are unable to work overtime, custodians from the other buildings in the district will be assigned the overtime work. If custodians from other buildings are unable to meet the overtime requirement, the overtime will be assigned to the maintenance staff. Any custodial or maintenance personnel who have had a sick day on Friday are not permitted to work overtime on weekends or holidays which occur during that week. A record of overtime worked will be maintained by the Business Manager and be available for examination upon request. An employee who refuses overtime will be dropped to the bottom of the call-in list.

Section 5.6 An employee who is told to report to work prior to his/her starting time will be paid for hours worked at the rate of time and one-half up to the beginning of his/her regular scheduled starting time and provided he/she responds in thirty (30) minutes. For the purpose of computing overtime, all paid time shall be considered worked time.

Section 5.7 An employee who is called back after the end of his/her normal work schedule will be paid for the hours worked at the rate of time and one-half up to the start of his/her next scheduled workday, but not less than the equivalent of four (4) hours pay at time and one-half.

Section 5.8 Time and one-half the regular hourly rate shall be paid for all scheduled building checks conducted on Saturdays and Sundays. Double time will be paid for holidays in addition to holiday pay. Building checks shall continue to be conducted by the head custodian or some other responsible member of this custodial or maintenance staff.

Section 5.9 Whenever an employee is required to work due to a special event, that employee is expected to also perform such regular job duties as may be assigned by his/her supervisor.

ARTICLE 6  
HOLIDAYS, VACATIONS, GOOD ATTENDANCE

Section 6.1 The following holidays shall be observed:

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

In addition to the above holidays, employees will have one ~~(1)~~(2) floating holiday to be taken as a full day at the employee's discretion with the approval of the Business Manager/Superintendent.

Employees scheduled to work on any of the above holidays shall be paid one and one-half (1-1/2) times his/her regular rate of pay in addition to the holiday pay, for all holidays that fall outside the regular School Calendar. Employees shall be entitled to compensatory time off, to be taken at the Board's discretion, when employees are required to work on holidays that fall within the regular School Calendar.

To be eligible for holiday pay an employee must have worked or been on vacation or sick leave or other leave, which has been specifically authorized in advance by the Board of Education, the last scheduled work day prior to and the next scheduled work day after a holiday within the scheduled work week (except the employee may be excused from work on one of such days by the Superintendent).

Section 6.2 Holidays falling on Saturday will be observed on Friday; holidays falling on Sunday will be observed on Monday.



**Section 6.3** If an employee is on vacation or sick leave when a holiday occurs, the day will be considered a holiday, not a vacation or sick leave day.

**Section 6.4** Vacation periods, if requested at least thirty (30) days in advance, shall be granted by seniority consistent with the needs of the Board. Vacation periods not requested at least thirty (30) days in advance shall be granted on a first-come basis. Approval of any vacation request shall not be unreasonably denied.

**Section 6.5** If an employee shall have a perfect attendance record after one-hundred twenty (120) consecutive days, he/she shall receive one (1) day's pay at his/her regular hourly rate for his/her regularly scheduled daily hours of work. Absences due to properly scheduled vacation, personal days, funeral leave or jury duty shall not mar perfect attendance. Any other absence or tardiness of any duration shall mar perfect attendance.

**Section 6.6** The vacation year shall be July 1 through June 30. Employees shall receive the following annual vacation periods to be determined on July 1st of each fiscal year:

For employees hired prior to September 1, 2013:

<b>Length of Service Completed</b>	<b>Number of Vacation Days or Weeks</b>
6 months to 1 year	6 days
Over 1 year less than 5 years	10 days
Over 5 years less than 10 years	15 days
Over 10 years less than 16 years	20 days
16 years or more	Add one (1) day per year to a maximum of 25 days

Any additional days of vacation due as a result of meeting a length of service threshold of five (5) years or more shall be awarded on the employee's next anniversary date.

For employees hired on or after September 1, 2013:

<b>Length of Service Completed</b>	<b>Number of Vacation Days or Weeks</b>
Six (6) months of service but less than one (1) year	five (5) working days
One (1) year of service but less than five (5) years	ten (10) working days
Five (5) years of service but less than ten (10) years	fifteen (15) working days
Ten (10) years of service but less than twenty (20) years	twenty (20) working days
Twenty (20) years of service	Add one (1) working day per and over: year up to a maximum of twenty-five (25) working days.

Any additional days of vacation due as a result of meeting a length of service threshold of five (5) years or more shall be awarded on the employee's next anniversary date.

Section 6.7 Full vacations are expected to be taken each year. The maximum accumulated vacation time, which an employee can carry over from June 30th to July 1st of each year is five (5) days which must be taken during the year into which the carry-over is made.

Section 6.8 Each employee shall receive approval from the Business Manager/ Superintendent as to the particular days to be taken for vacation. Permission shall be obtained from the Superintendent for vacation periods exceeding fifteen (15) consecutive working days, but in no event shall any employee be entitled to take more than twenty (20) consecutive days of vacation, except by mutual agreement. No vacation may be taken on the first day of school or during the five (5) working days prior to the first day of school. During the school year no more than two (2) employees per building or three (3) district-wide may take vacation at one time unless approved by the Business Manager/Superintendent. As long as compliance has been made by the employee with the provisions of Section 6.4, said permission shall not in either of the cases set forth above be unreasonably denied.

Section 6.9 The minimum vacation period, which may be taken at any one time, is one-half day.

Section 6.10 If an employee dies while employed by the Board, or his/her employment is otherwise terminated, provided that the employee is in good standing, the Board shall pay the employee or his/her estate, as the case may be, for the employee's accumulated vacation days that remain unused, for the employee's accumulated earned days that remain unused as not having been taken within twelve (12) months of being earned, and for any holidays that have occurred within the employee's period of employment but for which the employee has not previously been paid. The rate of pay for such accumulated vacation days, such accumulated earned days, and such holidays shall be the same as the rate of pay that the employee would have received for these days had the employee continued to be employed by the Board.

Section 6.11 When any time off with pay may be allowed other Board employees as a result of an unanticipated State of National Holiday or State or National day of mourning, the employees in the Bargaining Unit shall either be given extra time off or shall receive additional pay in lieu of such time off.

## ARTICLE 7 SICK LEAVE

Section 7.1 Each employee shall earn, at a rate of 1-1/4 days per full month, fifteen (15) sick days each calendar year and said sick days may be accumulated up to a maximum of one hundred and eighty (180) days.

Section 7.2 Sick leave shall be granted for illness and non-compensable bodily injury or disease. The Board may at its discretion require a doctor's certificate for sick leave after three (3) days or in event there is suspected abuse of sick leave.

Section 7.3 Employees shall report sick to his/her immediate supervisor or the Director of Physical Plant as soon as possible but no later than one (1) hour prior to the start of their tour of duty, except where sufficiently limiting circumstances exist.

Section 7.4 At the end of each fiscal year, employees may elect to sell back to the Board up to ten (10) sick days that were accrued and unused in that fiscal year at the rate of \$50.00 per day.

Section 7.5 Sick leave shall continue to accumulate during injury leave, vacation time and sick leave, but shall not accumulate during suspension for cause.

Section 7.6 The Board and Local 10, Connecticut Independent Labor Union, agree to preserve the following accumulated sick leave provisions for all bargaining unit members employed by the Board as of June 30, 1998. This agreement is irrevocable and shall remain in effect until the employees named in this agreement have either retired or left employment. Any employee hired thereafter will be ineligible for payment of accumulated sick leave.

Upon retirement or death, full payment shall be made for up to 180 days of accumulated sick leave. Any employee contemplating retirement shall provide written notice of intent to retire no later than February 1st if the employee desires retirement payment to commence with the next fiscal year.

Upon voluntary termination by an employee, accrued sick leave shall be paid to the employee in accordance with the following:

1/5 after three years  
2/5 after seven years  
1/2 after ten years

Dismissal for cause shall result in forfeiture of accrued sick leave.

Personnel covered by this agreement are listed below:

	<u>Hired</u>
Charles Batan	8/11/97
Arthur Conant	4/27/98
Clyde Livingston	9/22/86
Arnold Orde	10/13/94
James Varasconi	4/1/97

ARTICLE 8  
PERSONAL LEAVE

Section 8.1 Employees shall be granted four (4) days of personal leave per year, upon approval of the Business Manager/designee, for personal matters that cannot be scheduled outside of normal work hours, including, but not limited to, death in the immediate family, mandatory attendance at legal proceedings and religious holidays. Except in an emergency, requests for personal leave shall be submitted to the Business Manager at least forty-eight hours in advance. Personal days may be taken in hourly increments, not less than two (2) hours per instance.

ARTICLE 9  
BEREAVEMENT LEAVE AND JURY DUTY LEAVE

Section 9.1 In the event of the death of an employee's spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, step-child, step-father, step-mother, step-brother, step-sister, grandparent, son-in-law, daughter-in-law or grandchild, an employee may have time off, not to exceed three consecutive days, without loss of regular pay. Such days off shall include and be contiguous with either the day of death or the funeral and shall not be charged to sick leave.

Section 9.2 In the event of the death on an employee's brother-in-law, sister-in-law, or aunt, or uncle, an employee may have one (1) calendar day to attend the funeral without loss of regular pay. Such day off shall not be charged to sick leave.

Section 9.3 Jury Leave - Any employee called to jury duty shall be paid the difference between the employee's regular base rate of pay and the fee received for serving as a juror.

ARTICLE 10  
MILITARY LEAVE

Section 10.1 Any permanent employee who leaves the service of the Board to join the military forces of the United States during time of war or other national emergency, or who is inducted by the Selective Service, shall be placed on military leave without pay.

Section 10.2 Such leave shall extend for the period of service with the military forces and for no more than ninety (90) days after discharge from service.

Section 10.3 Any employee on military leave who applies for reemployment within ninety (90) days from the date of his/her discharge, the classification of which must be honorable, shall be entitled to a position at the same level as the one he/she held at the time his/her leave was granted provided he/she is capable of meeting the minimum qualifications of the job.

Section 10.4 Employees returning to Board employment from military leave shall be granted all reemployment rights provided under the Selective Service Act.

ARTICLE 11  
UNION ACTIVITIES LEAVE

Section 11.1 The Three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Board and the Union for the purpose of negotiating the terms of the Agreement when such meetings take place at a time during which such members are scheduled to be on duty.

Section 11.2 Two (2) members of the Union Grievance Committee and the Grievant shall be granted leave from duty with full pay for all meetings between the Board and the Union for purposes of processing grievances through arbitration when such meetings take place at a time during which such members are scheduled to be on duty.

Section 11.3 One (1) employee designated by the Union shall be given six (6) days annual leave from duty with full pay to attend special Union activities, the purpose of which is to improve employees, provided there has been forty-eight (48) hours' notice, except in case of emergency, given to the Board.

Section 11.4 Three (3) times in year for two (2) hours on the day's schools are shut down, members will be allowed to meet and discuss Union /Work issues to foster better communication between management and the bargaining unit.

ARTICLE 12  
GRIEVANCE PROCEDURE

Section 12.1 The purpose of the grievance procedure shall be to settle employee grievances at as low an administrative level as is possible and practicable, so as to insure efficiency and employee morale.

For the purposes of this Article, the term "days" shall mean business days on which the Board's Central Office is open.

Section 12.2 A grievance for the purpose of this procedure shall be considered to be an employee complaint concerned with:

- a) Discharge, suspension or other disciplinary action.
- b) Charge of favoritism or discrimination.
- c) Matters relating to the interpretation and application of the Articles and Sections of this Agreement.

(1) Step One Any employee who has a grievance shall reduce the grievance to writing and submit within ten (10) work days from the date of the occurrence to the Business Manager/Superintendent (with a copy to the Building Principal) who shall acknowledge receipt of the grievance. Within ten (10) work days after receiving the grievance, the Business Manager/Superintendent shall render his/her decision in writing to the aggrieved employee and his/her representative.

(2) Step Two If no agreement is reached with the decision rendered by the Business Manager/Superintendent, the Union may submit the grievance in writing within ten (10) days to the Board of Education. Within twelve (12) days after receiving such grievance, the Board of Education shall meet with the grievant and a representative of the Union for the purpose of hearing the grievance. Within ten (10) work days after hearing the grievance, the Board shall render its decision in writing to the aggrieved employee and his/her representative.

(3) Step Three If no agreement is reached with the decision rendered by the Board of Education and the Union wishes to submit the grievance to arbitration, the Union shall notify the Board in writing regarding such intent within fifteen (15) days after receipt of the written decision of the Board of Education, or if mediation services are used, within fifteen (15) days after the conference with the State mediator.

The Board shall have the option to select either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association to hear the grievance. If the Board wishes to select the American Arbitration Association to hear the grievance, it shall so notify the Union, in writing, within ten (10) days of receipt of the Union's written notice of intent to proceed to arbitration. In the event that the Board does not so notify the Union 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) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received, within ten (10) days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent of Schools or his/her designee.

In the event that a grievance is processed to arbitration through the American Arbitration Association, the Board shall pay all of the filing fees and the arbitrators per diem fees.

The decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties, except as otherwise provided by law.

(4) Mediation The mediation services of the State Board of Mediation and Arbitration may be used after the second step above provided both parties mutually agree. A request for Mediation shall be filed with the State Board of Mediation and Arbitration by the employee or his/her representative within ten (10) days after receipt of the written decision of the Board of Education.

(5) Meetings If either of the parties related to the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and shall be promptly scheduled. Such procedure shall not exceed the time limitations above.

(6) Representation The Union and the Board shall have the right, at their own expense, of choice of representative whenever representation is desired.

ARTICLE 13 - DISCIPLINARY ACTION

Section 13.1 No employee shall be disciplined without just cause. All suspensions and discharges must be given in writing with reasons stated. A copy of such notice of suspension or discharge must be given to the employee at the time of the suspension or discharge, with a copy to the Union.

Disciplinary actions shall normally follow this order:

- a) Verbal warning with notation on order in writing
- b) Written warning
- c) Suspension without pay
- d) Discharge

Any of the above steps may be omitted depending upon the severity of the discipline required. All disciplinary actions shall be applied in a fair and equitable manner and shall be consistent with the infractions for which disciplinary action is being applied.

ARTICLE 14 - INSURANCE

Section 14.1 The Board shall provide the following insurance program, or its equivalent, for employees working thirty (30) or more hours per week. Employees electing to participate in the medical insurance programs shall contribute yearly to the Board's premiums as set forth below.

High Deductible Health Plan/Health Savings Account

As soon as practicable following the execution of the 2015-18 contract, the Board will provide health insurance to bargaining unit employees exclusively through a High Deductible Health Plan/Health Savings Account ("HSA") plan, as set forth below. Prior to the implementation of the HSA Plan, the Board will maintain the PPO plan that was in effect during the 2015-16 contract year. Effective upon the implementation of the HSA Plan, the PPO Plan will be eliminated.

The HSA plan shall include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/4,000	
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	N/A	\$3,000/\$6,000
Cost Share Maximum (individual/aggregate family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense	

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

The Board will fund fifty percent (50%) of the applicable HSA deductible amount for non-probationary, regular full-time employees. The full amount of the Board's contribution toward the deductible will be deposited in the HSA accounts in July.

The parties acknowledge that the Board's contribution toward the funding of the 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 bargaining unit personnel. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

a) Wellness Incentive

The health insurance plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients 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 requirements of the wellness program for a plan year, the Board will contribute an additional five percent (5%) of the applicable deductible under the HSA plan into the employee's HSA for the following year.

b) Health Reimbursement Account:

A 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.

c) Dental Plan

Full service dental coverage for initial and routine oral exams and prophylaxis, x-rays, denture relining and repair, routine fillings, simple extractions, and endodontics within coverage limits. An additional basic benefits amendatory rider covering inlays, inlays, and crowns is provided.

d) Group Life Insurance

Death benefits equal to one times (1x) the employees base annual salary (double indemnity for accidental death).



e) Disability Program

Disability Program will be provided for partial salary continuation through a group long-term disability (LTD) plan as follows: Following the 180-day elimination period, the monthly benefit will be sixty percent (60%) of the member's basic monthly earnings to a maximum of \$6500 per month. The plan provides a convertibility option for members who retire or terminate their employment with the BOARD. Conversion will be at the member's expense.

f) Group \$50.00 weekly indemnity

g) Premium Contributions

Employees eligible for insurance in accordance with the provisions of this Article shall pay the following portions of the costs for the health and dental insurance, as set forth above:

	2021-2022	2022-2023	2023-2024
HSA Plan	20%	20.5%	21%
Dental	23.5%	24%	24.5%

Section 14.2 The Board shall have the right to change medical and group insurance carriers provided that the coverage is equal to or superior to the present coverage and there is no increase to the employee's contribution. Before said changes are made, the Board will meet with the Union to discuss the changes.

Section 14.3 All references in the Agreement to types of benefits are solely for the purpose of description and identification and in all cases the terms and provisions of the insurance policies themselves shall govern any claim.

Section 14.4 The Board shall offer a "full-flex" Section 125 pre-tax premium conversion account to all employees for purposes of allowing employees to meet their insurance premium contribution and to cover medical expenses and dependent care. The Board shall pay the set-up fee for such account and the employees shall pay the monthly fee.

Section 14.5 With respect to employees in the employ of the Canton Board of Education in the custodial and maintenance bargaining unit as of June 30, 2007 and who remain in its employ until retirement from service in accordance with the Town pension plan, it is agreed that the Board of Education shall continue the practice of permitting those employees and spouses who were participating in the Board's medical insurance plan at the time of such retirement to continue to participate in the same medical insurance plan offered to active employees as it may change from time to time at group rates at the retiring employee's expense until Medicare eligibility. At Medicare eligibility the retiree shall be eligible for Medicare supplement insurance offered by the Board, for the individual and spouse covered under the plan at the time of retirement, at group rates, as his/her own expenses.

With respect to employees hired or rehired on or after July 1, 2007, such practice shall terminate and any such employee shall not be permitted to participate in the Town's medical insurance plan upon his/her retirement.

Personnel grandfathered by this agreement are listed below:

<u>Name</u>	<u>Hire Date</u>
Charles Batan	8/11/1997
Darrell D. Carney	8/25/2003
Arthur M. Conant	4/27/1998
James P. Conlon	11/01/2004
Mark A. Ehrhardt	1/3/2005
Martin G. Halle Jr.	12/19/2005
Robert E. Howland	4/29/2004
Clyde R. Livingston II	9/22/1986
John S. MacBain	11/15/2004
Arnold S. Orde	10/13/1994
Christos Papachristos	4/2/2007
James W. Varasconi	3/31/1997
André J. Zittoun	9/13/1999

Section 14.6 Excise Tax: If the Board determines that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan(s) so as to reduce the cost of the plan(s) below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

#### ARTICLE 15 PENSION

Section 15.1 Employees' participation in the Town of Canton's retirement plan is subject to the provisions of such plan, as may be amended from time to time

Section 15.2 The Board will permit and will allow payroll deduction for the employees who choose to maintain a tax deferred annuity.

#### ARTICLE 16 RATES OF PAY

##### Section 16.1

- a) The Salaries and wages to be effective July 1, 2021 and for the remainder of the period up to June 30, 2024 shall be as shown in the pay schedule set forth in Appendix A, which is attached hereto 2% each year.

- b) All members of the various classifications listed in the salary schedule of Appendix "A" shall be paid at the rate in accordance with the amount of service they have in that particular classification, except that any member advanced or promoted to a higher classification shall be paid that next highest rate of pay, not less than one full step, over that which he/she was receiving at the lower classification. Newly hired employees shall start at the First Step. Each employee shall advance in the salary schedule as follows:

Hire Rate	Step 1
Six Months	Step 2
One Year	Step 3
Five Years	Step 4

Section 16.2 In the event an employee is required to temporarily fill a job in a higher-rate job classification, he/she shall receive \$3.18 additional for all hours worked in such job, provided he/she works three (3) or more consecutive days in the higher-rated classification. It is agreed that the employee will only be entitled to higher rate of pay when he/she receives written approval from the Business/Facilities Manager, or his/her designee.

If an employee is required to substitute for any other employee receiving a lower rate of pay, his/her own rate shall be paid.

Section 16.3 Head Custodians supervising four (4) or more workers shall receive an additional seventy-five (\$0.75) cents per hour.

Section 16.4 All employees shall be paid by direct deposit.

## ARTICLE 17 WORKING RULES AND DIRECTIVES

Section 17.1 All copies of written working rules and written directives of the Board of Education affecting the working conditions of the employees shall be provided to the Union by the Board of Education, upon request of the President of the Union, at reasonable times.

Section 17.2 Regular full-time employees shall have first preference for all overtime work before part-time or seasonal employees are used, within the unit and classification requiring the overtime.

Section 17.3 Employees shall be granted reasonable time, up to one-half (1/2) hour, off with pay for eating or resting after working four (4) hours overtime in emergency conditions.

Section 17.4 Any employee sent home after working long hours in storms or emergency conditions and who works into his/her next regular work day shall be paid for the balance of his/her regular work day.

Section 17.5 Part-time, temporary and seasonal employees may be used by the Board of Education to supplement the work force, or to replace employees on a leave of absence, provided however that a qualified employee who has recall rights shall be given the first opportunity to perform such work. It is agreed that two (2) part-time employees shall not be used to replace a full-time employee or in lieu of hiring for full-time positions at a particular location.”

## ARTICLE 18 PROTECTIVE CLOTHING

Section 18.1 Upon presentation of a receipt for such expenditure by the employee, the Board shall reimburse each employee up to \$350 per year for work boots or shoes. The Board also shall provide sets of protective clothing including rain-gear and boots, the number of said sets to be established by the Board. Said boots and said sets of protective clothing shall remain the property of the Board. During non-working hours said sets of protective clothing shall be closeted on school premises. Shoes may be worn to and from work, however.

Section 18.2 Upon presentation of receipts for such expenditures by the employee, the Board shall reimburse each employee up to \$ 400 per year for work clothing. The Board will provide employees with six (6) t-shirts and two (2) sweatshirts annually, in addition to the clothing allowance set forth in Section 18.1. Uniforms will be delivered by August 31<sup>st</sup> each year. The shirts provided will be marked with the employee’s name and Canton Public Schools name and/or logo. The Board will provide replacements in exchange for worn or damaged shirts. The style and color of the shirts will be mutually agreed by the Board and the Bargaining Unit members. Uniform shirts must be worn, except during school shutdown. After initial warning for failure to report in uniform, an employee reporting to work without a uniform shirt will be sent home, after clocking out, to change.

## ARTICLE 19 HEALTH AND SAFETY

Section 19.1 The Board and the Union shall cooperate fully in matters of safety, health and sanitation affecting the employee.

Section 19.2 Clothing or eyeglasses that are damaged under unusual circumstances while the employee is in the course of performing his/her responsibilities shall be repaired or replaced by the Board of Education to the extent that such damage is due in no part to the employee’s negligence.

Section 19.3 Subject to operational and scheduling requirements, all employees will be offered CPR training on a voluntary basis, annually, provided that once trained, re-training shall be given only as required to maintain certification.

ARTICLE 20  
STABILITY OF AGREEMENT

No amendment, alteration or variation of the terms of this Agreement shall bind the parties hereto unless made and agreed to in writing by both parties.

ARTICLE 21  
WORKERS' COMPENSATION

Employees covered by this Agreement will come under the terms of the Workers' Compensation Act for injury incurred in the line of duty. If an employee loses time because of sickness or injury for which, as an employee of the Board, he/she is entitled to compensation under the Workers' Compensation Act, he/she shall receive full pay for a period not to exceed ninety (90) calendar days, with the Board making up the difference of the amount of such compensation received and the normal amount of such employee's net weekly pay. Any Workers' Compensation weekly benefits received by the employee for the ninety (90) day period will be signed over to the Board of Education excluding lump sum awards, which will not revert to the Board of Education.

ARTICLE 22  
GENERAL

Section 22.1 The Board of Education shall, as soon as practical, notify the Union in writing of any discharge or dismissal, and the reason or reasons for such action.

Section 22.2 Each employee shall have the right to see his/her personnel file upon request to the Business Manager.

Section 22.3 The Board of Education agrees that it will not sub-contract work for the purposes of laying off employees. Further, the Board will make every effort to recall employees from layoff whenever the duration and nature of the work to be done makes it practical to do so.

Section 22.4 The Board of Education shall provide bulletin board space for the Union located in the designated areas for the posting of notices concerning Union business and activity.

Section 22.5 The Board of Education shall make this Agreement available to employees electronically.

Section 22.6 The Board of Education shall provide, at no cost to the employee, flu shots and poison ivy shots when appropriate.

Section 22.7 The parties agree that the Board will not increase the workload of one (1) employee without that employee's consent, because of the absence of another employee.

Section 22.8 Upon the signing of this Agreement the Board agrees to provide the Union with copies of all job descriptions of employees in the Bargaining Unit.

Section 22.9 When the Board creates a new classification or changes an existing job other than minor changes which fall within the coverage of the Bargaining Unit by virtue of not being excluded therefrom under the provisions of Section 7-467 to Section 7-479 inclusive, of the Connecticut General Statutes, the Board and the Union shall negotiate appropriate pay rates for such new or changed classification, and said pay rates shall become effective upon agreement through negotiations. Any disputes that may arise as a result of said negotiations shall be resolved through the impasse and/or binding interest arbitration procedures of the CSBMA. The Board agrees to bargain over any negotiable impacts, other than minor changes as referenced above, in accordance with the MERA.

Section 22.10 Employees will be docked for tardiness in accordance with applicable law. An employee who is late by not more than seven (7) minutes, may make up his/her lateness at the end of the same day on which the tardiness occurred whereupon the employee will not be docked for tardiness.

Section 22.11 Family leave shall be granted in accordance with all federal and/or state laws. Before an employee receives unpaid Family Medical Leave, he/she shall first utilize all appropriate paid leave provided by the Board for the particular circumstances for which the employee is seeking leave. Any paid leave utilized by an employee for purposes under this section shall be counted as part of the twelve (12) week Family Medical Leave allotment, provided however, that employees shall be allowed to retain one (1) week of vacation.

Section 22.12 Employees shall be protected in the exercise of their rights in accordance with the Municipal Employees Relations Act (MERA).

Section 22.13 The Board and the Union shall continue their practice of non-discrimination with respect to race, religion, sex, age, national origin, genetic information, marital status, sexual orientation, gender identity or expression, disability or membership in or participation in the activities of any employee organization.

Section 22.14 Employees required to use their personal vehicles for official Board business shall be reimbursed at the IRS rate effective on each July 1<sup>st</sup>. Employees shall not be required or permitted to haul trash in personal vehicles.

Section 22.15

Employee Performance Appraisals Each employee shall be evaluated prior to the end his/her probationary period and again after completion of twelve (12) continuous months of employment. Extended leaves of absence during this initial twelve-month period shall not be counted toward continuous employment for purposes of this provision.

Each employee's work performance shall be reviewed and evaluated annually at his/her anniversary date of hire. Such performance appraisals may be delayed by extended absences. Nothing set forth herein shall be construed to prohibit additional appraisals when warranted as determined by the Administration of the Board.

Employees shall have the right to submit rebuttals to performance evaluations and have the rebuttals attached to the evaluation. Evaluations may be shall be subject to the grievance procedures set forth in Article 12 of this Agreement through the Superintendent's level only.

ARTICLE 23  
PRIOR RIGHTS

The Board of Education agrees to maintain for the life of this Agreement any and all benefits currently enjoyed by the employees, which are not expressly referred to in the Agreement.

ARTICLE 24  
LEAVE OF ABSENCE

Section 24.1 The Board of Education may grant a leave of absence without pay to an employee who is disabled or for other reasons for a period not to exceed six (6) months. Upon the expiration of an approved leave of absence without pay, and if so requested by the employee, the employee shall be given consideration for any open position within his/her category available at the termination of the leave period.

Section 24.2 Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of the absence. Any vacation time due to an employee at the time of taking said leave of absence without pay may be paid at that time.

ARTICLE 25  
NO STRIKE

Section 25.1 All employees covered by this Agreement, pursuant to Connecticut General Statutes, Section 7-473 shall not hinder the Board's operation by strike.

Section 25.2 Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment, as to employees, and/or of exercise of any legal right to remedy as to the Union.

Section 25.3 The Board agrees that there will be no lockout of any employee or employees at any time during the life of this Agreement.

ARTICLE 26  
DURATION

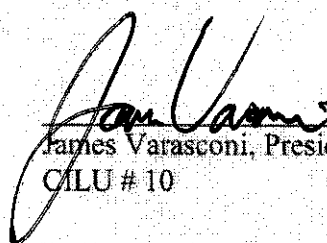
The effective date of this Agreement shall be July 1, 2021 and it shall remain in effect until June 30, 2024. The Agreement shall remain in effect after July 1, 2024 during negotiations until agreement is reached and signed to amend or modify this Agreement. Upon agreement all items agreed upon shall be retroactive.

ARTICLE 26  
DURATION

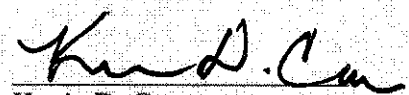
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IN WITNESS WHEREOF, the parties hereto have set their hands this 12<sup>th</sup> day of August  
20, 2022

For UE Local 222, CILU/CIPU,  
and its sublocal CILU #10, a/w  
United Electrical, Radio and Machine  
Workers of America (UE)

  
James Varasconi, President  
CILU # 10

For the Canton Board of Education

  
Kevin D. Case  
Superintendent of Schools

  
Sherry Bryant, Representative  
CILU/CIPU



APPENDIX A  
WAGE SCALE

	2021-2022	2022-2023	2023-2024
	<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>
<b>Head Custodian</b>			
Step 1 – Hire Rate	\$26.92	\$27.73	\$28.56
Step 2 – Six Months	\$28.50	\$29.36	\$30.24
Step 3 – One Year	\$29.98	\$30.88	\$31.81
Step 4 – Five Year	\$30.90	\$31.83	\$32.78
<b>Custodian</b>			
Step 1 – Hire Rate	\$22.98	\$23.67	\$24.38
Step 2 – Six Month	\$25.18	\$25.94	\$26.72
Step 3 – One Year	\$26.74	\$27.54	\$28.37
Step 4 – Five Year	\$27.51	\$28.34	\$29.19
<b>Maint/Utility</b>			
Step 1 – Hire Rate	\$28.33	\$29.17	\$30.05
Step 2 – Six Month	\$28.97	\$29.84	\$30.74
Step 3 – One Year	\$29.58	\$30.47	\$31.38
Step 4 – Five Year	\$30.45	\$31.36	\$32.30
<b>Part-time</b>	\$21.82	\$22.47	\$23.14