

**AGREEMENT**

**BETWEEN**

**REGIONAL SCHOOL DISTRICT NO. 17  
BOARD OF EDUCATION**

**AND**

**CUSTODIANS REPRESENTED BY THE  
MUNICIPAL EMPLOYEES UNION INDEPENDENT**

**JULY 1, 2022, THROUGH JUNE 30, 2025**

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## **PREAMBLE**

WHEREAS, the Board and the Union recognize the importance of sustaining a high level of morale among the custodial employees and maintaining harmonious relationships between the Board and the custodial employees to provide full service to the Board of Education and the Regional School District No. 17 and to the improvement of quality of said service and assuring necessary, usual and beneficial communications between the Board and the custodial employees.

NOW, THEREFORE, in consideration of these premises and other good consideration, the Board and the Union enter into this Agreement.

## **ARTICLE I GENERAL**

1. This Agreement has been entered into by virtue of negotiations under Chapter 113, Sections 7-467 through 7-477 of the General Statutes of the State of Connecticut, as amended, in order to fix for its term, the wages and hours of employment provided herein.
2. This Agreement shall be the entire contract between the Board and the Union and shall set forth all rights, benefits and privileges that the employees covered by the Agreement are entitled to.

## **ARTICLE II RECOGNITION**

Regional School District No. 17 recognizes the Municipal Employees Union Independent as the sole and exclusive bargaining agent for the purpose of collective bargaining matters of wages, hours, and other conditions of employment for custodial employees who work twenty (20) hours per week or more and are not substitutes, seasonal or temporary employees, or in such supervisory positions including but limited to the high/middle school head custodian or other positions as may be excluded from coverage under the Municipal Employees Relations Act, CGS 7-467 et seq.

## **ARTICLE III BOARD RIGHTS AND RESPONSIBILITIES**

Unless expressly and specifically relinquished, abridged, limited, or modified by a specific provision of this Agreement, the Board will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing by the Board, pursuant to any charter, general or special statute, ordinance, regulation, or other lawful provision, over the complete operations, practices, procedures and regulations with respect to employees of the Board, shall remain solely and exclusively in the Board, including but not limited to the following: to maintain the district schools and such other educational activities as in its judgment will best serve the interests of Regional School District No. 17; to decide the need for school facilities; to determine the care, maintenance, and operations of buildings, land, apparatus and other property used for school purposes; to determine the type of work to be performed; to assign all work to employees; to

determine shift and work schedules and hours of work; to select, hire and demote employees, including the right 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 of Education; to discharge or otherwise discipline any employee for just cause; to promote, transfer and lay off employees; to determine the standards of service offered by the Board, standards of selections of employees and to direct its employees; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which the Board's operations are to be conducted; to establish and revise or discontinue policies, programs and procedures to meet changing conditions and to better serve the needs of the students; to exercise control and discretion over its organization and the technology of performing its work; and, to fulfill all of its legal responsibilities, whether exercised or not, to determine the methods and levels of financing and budget allocation; to determine and re-determine the number of employees to be employed; to determine job descriptions and job classifications.

#### **ARTICLE IV UNION RIGHTS AND SECURITY**

1. The Board shall provide the Union with electronic notification of the name, job title, department, work location, work telephone number, email address and home address of any newly hired employee.
2. Upon receipt of an authorization from the bargaining unit member, the Board agrees to deduct from the pay of bargaining unit members such membership dues, initiation fees, or reinstatement of fees as may be fixed by the Agreement or any extension thereof. An employee may withdraw from membership in the Union by giving written notice to the Union and the Board in any calendar year in which the Agreement is in effect.
3. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of fees or dues. In addition, the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make dues deduction(s).
4. No dues or fees will be deducted when an employee has exhausted accumulated sick leave or is collecting workers' compensation.
5. The deduction of Union fees and dues for any month shall be made during the applicable month and shall be remitted to the Financial Officer of the Union not later than the third Thursday of the following month. The monthly dues and/or service fee remittances to the Union will be accompanied by the list of employees from whose wages due deductions have been made.
6. The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints, claims, costs, and liabilities including reasonable attorney fees caused by or arising out of the administration or enforcement of this Article.
7. The Board agrees to provide space on a bulletin board in each school which the Union may utilize for the purpose of posting appropriate notices of Union business.

8. Union representatives shall be permitted to enter any of the schools with the approval of the building Principal for the purpose of discussing, processing or investigating of grievances or fulfilling the Union's role as bargaining agent.
9. At all times, the operation of the school in a smooth manner shall take precedence over Section 8. If the Principal or Supervisor requires the services of the employee, school business shall come first.
10. The Board shall post an electronic copy of this Agreement on its website within thirty (30) days after the signing of this Agreement. New employees shall be provided with a copy of the Agreement upon hire.

#### **ARTICLE V SENIORITY**

1. Seniority shall be defined as an employee's length of continuous service with the Board since his/her date of hire.
2. The Board shall establish a seniority list which shall be brought up to date during October of each year and a copy delivered to the Union by October 15th of each year.
3. An employee's seniority shall not be broken by authorized paid leave, as set forth in Article XV.
4. An employee shall lose seniority:
  - a. upon voluntary resignation, quitting or retirement;
  - b. upon discharge;
  - c. upon the expiration of recall rights;
  - d. upon failure to respond to recall notice; or
  - e. upon failure to return from authorized unpaid or authorized paid leave.

#### **ARTICLE VI VACANCY**

1. Job vacancy is defined as an opening created by death, retirement, resignation, dismissal, transfer or a new position in the bargaining unit. In the event the Board transfers on a one-for-one basis, this shall not be considered a vacancy.
2. All job vacancy notices shall be emailed to the building principal, the Union and the local steward. Job vacancies shall be posted for a period of at least five (5) work days prior to filling the job. Any unit employee interested in applying for the job shall notify the District Head Custodian in writing within the five (5) work day period. The Board will fill vacancies within sixty (60) days.
3. Vacancies shall be filled at the Board's discretion on the basis of qualifications and experience. If two or more candidates are deemed by the Board as having the necessary

qualifications and experience, and such qualifications and experience are deemed equal, the candidate with the greatest seniority will be given the position. Candidates are defined as both bargaining unit employees and non-bargaining unit individuals.

4. When a current employee fills a vacancy or new position in the bargaining unit for a period of ninety (90) working days, he/she shall be considered qualified and allocated to said position if the position continues to exist; otherwise, he/she shall be returned to his/her former position.

#### **ARTICLE VII LAYOFF**

1. In the event a layoff becomes necessary, the Board or its designee shall determine the employee to be affected based on seniority.
2. Laid off employees shall be recalled to work with the most senior employee recalled first. In recalling employees, the Board shall rely on the last address furnished to the Board, in writing, by the employee. Recall rights shall terminate twenty-four (24) calendar months from the date of layoff for each employee.
3. In the event an employee refuses to return to work when recalled, or fails to answer an offer of recall mailed via registered, return receipt within seven (7) work days of the date of the mailing, his/her seniority will be considered lost and he/she will no longer be considered eligible for recall.
4. An employee who has been laid off and is subsequently recalled within his/her recall period, shall receive, if applicable, full credit for accumulated sick leave, seniority and hourly rates earned prior to layoff. However, employees while on layoff shall not accrue any of these aforementioned benefits.
5. In the event of a layoff, the Board will notify the Union and affected employee(s) in writing at least two (2) weeks prior to the implementation of the actual layoff(s).

#### **ARTICLE VIII PERFORMANCE EVALUATIONS**

1. Performance evaluations will be completed annually on all employees by the building principal in collaboration with the employee's head custodian, if applicable, and the Director of Operations. Overall performance evaluations shall be "Above average", "Acceptable", or "Needs Improvement" only.
2. Employees must have received notice of unacceptable performance either in writing or orally with a witness present before being given a "Needs Improvement" rating. If an employee receives a written counseling on an area needing improvement and the employee shows improvement over the next three months, then a letter reflecting the improvement

shall be placed in his/her personnel file, or if orally counseled, then the performance improvement shall be recognized with a witness present.

3. Employees who disagree with their performance evaluation may submit a rebuttal that will be attached to the evaluation in their personnel file.

#### **ARTICLE IX WAGES**

1. Bargaining unit employees shall be compensated in accordance with the wage schedule set forth in Appendix A, attached to this contract.
2. When the Superintendent of Schools or his/her designee warrants the need to have a temporary head custodian, that person shall be compensated at the head custodian rate. Additionally, in the event that a head custodian is absent for more than two consecutive weeks, the Superintendent of Schools or his/her designee shall appoint a temporary head custodian and the individual shall be compensated at the applicable head custodian rate.
3. Any custodian called into work when the Governor has declared a state of emergency or travel ban shall be paid at a rate of two (2) times their regular hourly rate.

#### **ARTICLE X PAYMENT FOR SERVICES**

1. All employees shall be paid on a biweekly basis and shall be paid on the same day of every other week with the exception of when payday falls on a Holiday.
2. All custodians shall be paid on an hourly basis. Employees' pay shall be deposited electronically, any exceptions must be submitted for approval to the Superintendent of Schools or his/her designee.

#### **ARTICLE XI INSURANCE**

1. Full-time employees shall receive the following:
  - a. Life insurance coverage of thirty thousand dollars (\$30,000) plus accidental death and dismemberment coverage.
  - b. The Board retains the right to offer additional Medical/Rx/Vision/Dental plan design options to the custodians during this contract. The cost to the members will be negotiated at the time the additional plan is offered.
2. Partnership 2.0 Plan- The Board shall provide health insurance during the term of this Agreement through the State of Connecticut Partnership 2.0 Plan, subject to all the terms and conditions of said plan as they may be amended by the State from time to time. If at any time the premium for the Connecticut Partnership 2.0 Plan costs more than the HDHP plan the District had in place for employees the Board may withdraw from the Partnership 2.0 plan and the HDHP plan shall be the plan provided to the Custodians. Employees shall contribute toward the cost of said plan as follows:

|           |       |
|-----------|-------|
| 2022-2023 | 22.5% |
| 2023-2024 | 23.0% |
| 2024-2025 | 24.0% |

In addition, in the event an employee or enrolled dependent is deemed non-compliant with the Health Enhancement Program, and the State assesses a penalty, the employee shall be responsible for paying the penalty.

3. Any reference made to a particular insurance carrier is to illustrate the type of coverage made available. Should the Board seek to change health insurance carriers or plans, it may do so after consultation with the Union. The Board shall notify the Union in writing of its intent to change health insurance carriers or plans. Should the Union contest comparability it may do so provided it delivers written notice of the reasons why such plan is not comparable within thirty (30) working days of receiving the written notice from the Board. Should the Union not provide such reasons within the time specified, the conversion will not be subject to challenge.

If the Union contests comparability, as specified above, and the Board does not reconsider its position within twenty (20) working days, the dispute shall be resolved before a mediator mutually agreed upon by the parties. If agreement is not reached through mediation the dispute shall be resolved before an arbitrator selected by the Union and the Board through the American Arbitration Association (“AAA”) and subject to the AAA’s labor arbitration rules, whose costs shall be borne equally by the parties. The arbitrator will have no power to consider any issue presented by the parties except for comparability of the plans.

The Board will not institute the new insurance coverage until agreement has been reached or until an arbitrator has decided that the substitute coverage is comparable to or better than the present coverage.

## ARTICLE XII PENSION

1. A pension plan is provided by the Board of Education for employees who qualify under the governing policies of the plan.
2. The Board of Education shall contribute five (5%) percent of an eligible employee’s base salary into the pension plan.
3. An employee will be eligible to become a participant in the plan after completing 1 year of eligibility service. One thousand hours of service shall be required to constitute a year of eligibility service.
4. Information on the content of the plan is available for employee review in the business office during normal working hours.



5. All custodians will have the option for voluntary universal 403b retirement plan participation.

### **ARTICLE XIII WORK SCHEDULES AND WORKING HOURS**

1. The specific hours of work for all employees covered by the contract will be established and/or changed to meet the cleaning and maintenance requirements of the school district.
2. The basic workweek for full-time employees covered by this contract shall consist of five (5), eight (8)-hour days with an unpaid thirty (30)-minute lunch or dinner break and two paid fifteen (15)-minute breaks. Custodians working on Saturday or Sunday shall receive a paid thirty (30)-minute lunch or dinner break. Travel time to and from the break site is included in the calculation of the length of each break period.
3. The basic workweek for all full-time employees will be Monday through Friday. However, in the event that a workweek other than Monday through Friday is required, the Board may, at its discretion, change the workweek for employee(s). Before any employee is assigned to the new workweek, the Board will seek volunteers.
4. Starting and finishing hours shall be determined by the particular needs of each individual school as determined by the Superintendent of Schools or his/her designee.
5. During vacation and summer recess, the regularly scheduled workweek hours for all full-time employees shall be between 7:00 a.m. and 9:00 p.m., Monday through Friday. However, at the discretion of the Superintendent of Schools or his/her designee, at most two custodians' may be scheduled between the hours of 2:00 p.m. and 12:00 a.m. when required by work or an event occurring at a school.
6. Employees shall be notified of pending permanent schedule, shift or building assignment changes one (1) week in advance. When the employer decides to make a schedule change, the Board shall also notify the Union of the change.
7. Employees' shifts will not be changed by management to avert overtime.
8. On regularly scheduled early release days and professional development days, as indicated in the approved BOE Calendar, but excluding parent/teacher conference days, second shift will begin at 1:00 p.m. However, if there is a mutual agreement between management and an employee, an employee may work an alternate schedule.

### **ARTICLE XIV OVERTIME**

1. Overtime shall be paid at time and one half the regular hourly rate for all time worked in excess of forty (40) paid hours worked in any one-week period. Overtime at time and one

half (1 1/2) the regular hourly rate shall also be paid for any hours worked in excess of eight (8) in a given day. Unpaid hours of work shall not be used in calculating overtime.

2. When an employee is called into work after the conclusion of his/her normal workday, he/she shall be paid a minimum of four (4) hours pay at straight time unless the employee exceeds forty (40) work hours in the workweek.
3. Employees will be required to work reasonable overtime schedules of the Regional School District No. 17.
4. All overtime will be distributed equally among those who have volunteered for such work in order of seniority by the Head Custodian in each building. In the event that an insufficient number of employees volunteer for overtime, overtime shall be assigned by the Head Custodian, or his designee, distributed in inverse order of seniority. An overtime list shall be posted and updated in the custodial office of each school. Only the overtime work performed within an employee's school shall be posted on this list.
5. Effective on the signing date of this Agreement, any employee who is required to report to work on a Saturday, Sunday or Holiday shall be paid for a minimum of two (2) hours. The rate of pay for all time worked on a Saturday or Holiday shall be time and one-half (1 1/2) the employee's regular hourly rate. The rate of pay for all time worked on Sunday shall be two (2) times the employee's regular hourly rate.

#### **ARTICLE XV HOLIDAYS**

1. Full-time employees shall be eligible for the following paid holidays:

|                     |                                   |
|---------------------|-----------------------------------|
| 1. New Year's Day   | 8. Friday following Thanksgiving  |
| 2. Memorial Day     | 9. Christmas Eve                  |
| 3. Independence Day | 10. Christmas Day                 |
| 4. Labor Day        | 11. Martin Luther King's Birthday |
| 5. Columbus Day     | 12. President's Day               |
| 6. Veterans' Day    | 13. Good Friday                   |
| 7. Thanksgiving Day |                                   |

In the event that the Board of Education should establish a school calendar where school is in session on any of these Holidays employees will be expected to work their normal shifts and will receive a compensatory floating holiday on a date which shall be mutually agreed upon by the employee and their supervisor. In this case employees will not be eligible for the pay scale in Article XV Section 5.

2. Part-time employees are eligible for prorated holiday pay for those holidays that fall on a day that the employee normally works.
3. To be eligible to receive holiday pay, the employee must work his/her regularly scheduled hours the work day immediately preceding and the work day immediately following the holiday unless the employee is out on an approved leave or absence. Administration has the right to request a doctor's note in the case of sick leave.

4. Whenever any of the above enumerated holidays occur while an eligible employee is out on paid vacation or paid sick leave, the employee shall be paid for the holiday and no charge to either the employee's vacation or sick leave, shall be made for that day.
5. If an employee is required to work on any of the above enumerated holidays, the employee shall receive his/her holiday pay for such holiday and shall be compensated at the rate of one and one half (1 1/2) times his/her regular rate of pay for all hours worked on such holiday.

**ARTICLE XVI  
VACATION**

1. Full-time employees shall be eligible for vacation leave on the basis of time earned and accrued in accordance with the following schedules:

| <u>Years of Completed Service</u>  | <u>Rate of Earned Vacation</u> |
|--|--------------------------------|
| After completion of six (6) months of service  | 5 days                         |
| After completion of two (2) years  | 10 days                        |
| After completion of five (5) years   | 15 days                        |
| After completion of ten (10) years   |                                |
| For each year after ten (10) consecutive fiscal years an additional (1) day will be added for each year up to fifteen (15) years - maximum of twenty (20) days |                                |

2. Vacation time changes will be applied at the beginning of the fiscal year in which the anniversary date will occur beginning with the two-year anniversary.
  - a. Part-time employees who work a full year and are normally scheduled to work less than a full day shall be eligible for vacation leave on a prorated basis determined by their normal work schedule vs. a full day work schedule.
  - b. The vacation schedule will be established by mutual agreement between the building principal, Superintendent of Schools or his/her designee and the employee. In the event that the Board establishes a shutdown week, all employees will be required to use one (1) week of their vacation time during the shutdown week. Notification of the vacation period will be made at least twelve (12) weeks prior to the effective date of the vacation shutdown period.
  - c. Earned vacation days should be taken prior to the end of each fiscal year. However, up to five (5) days may be carried over from the previous year. Any days carried over must be taken by the end of the carryover fiscal year.
  - d. Vacation time changes will be applied at the beginning of the fiscal year in which the anniversary will occur.

- e. In the event that an employee terminates his/her employment with the Board, accumulated vacation pay up through the end of the preceding month shall be granted to the employee, provided the employee gives the Board at least two (2) weeks advance written notice of his/her desire to terminate. In the event of an emergency termination, this period may be shortened by mutual agreement of the parties.
- f. In the event that an employee dies while employed by the Board, his/her prorated accumulated vacation pay up through the date of his/her last date of actual work with the Board shall be paid to his/her estate.

**ARTICLE XVII  
LEAVE PROVISIONS**

**1. SICK LEAVE**

- a. Each employee shall be entitled to sick leave at a rate of one and one quarter (1.25) day for each completed month of continuous service.
- b. Unused sick leave may accumulate from fiscal year to fiscal year, provided the employee remains continuously employed by the Board and further provided that such accumulation of sick leave shall not exceed one hundred and eighty (180) days.
- c. In reviewing an employee's record to determine whether the employee is excessively using sick leave, the Board may consider the following factors:
  - 1. Number of days taken;
  - 2. Number of occurrences;
  - 3. Patterns of usage;
  - 4. Employee's past record;
  - 5. Possible extenuating circumstances.

An occurrence of sick leave is defined as any one continuous period of absence for the same reason. However, if an employee must have a series of medical or dental appointments to treat a single illness or injury, or as a follow-up to surgery, the series shall be considered one occurrence of absence provided that:

- 1. The employee provides a statement from the physician that the treatment program is required and indicating the expected number of visits;
  - 2. Advance notice of the appointment is given to the employee's supervisor.
- d. In the event that an employee is absent in excess of three (3) consecutive working days, the Superintendent of Schools or his/her designee may request the filing of a doctor's certificate stating the employee is capable of resuming his/her regular duties, or if he believes there is an abuse of sick leave policy, require an examination by a licensed physician selected by the Board at the Board's expense.

- e. Each employee shall be notified of his/her accumulated sick leave on their biweekly paychecks.
- f. Sick leave may be used in the following cases:
  - 1. Personal illness or injury
  - 2. Enforced quarantine of the employee in accordance with community health regulations
  - 3. Employees may use up to forty (40) hours of their accrued sick leave per year, on a non-cumulative basis, for the care of an employee's spouse, parents or children, and for such other purposes as provided by Public Act 11-52.

2. **PERSONAL LEAVE**

- a. No more than two (2) personal days in any given contract year, July 1 through June 30, may be granted with full pay. These personal days are non-cumulative from year to year.
- b. Personal leave day(s) shall be granted, for acceptable reasons, except in cases of extreme hardship or disability to the school system on the basis of the application.
- c. Personal leave day(s) shall be requested a minimum of five (5) days in advance of the day requested. In the event of an emergency, less than the five-day notice may be granted, but the employee shall notify his supervisor as soon as is practical upon learning of the emergency.

3. **FUNERAL LEAVE**

- a. Funeral leave of up to four (4) days may be granted by the Superintendent of Schools or his/her designee for a death in the employee's immediate family. Immediate family shall be defined as spouse, spouse's parent, spouse's grandparent, spouse's great grandparent, parent, grandparent, great grandparent, brother, sister or child. Funeral leave of two (2) days may be granted for household members beyond the employee's immediate family.
- b. If notice is given in advance, the employee may use not more than three (3) days of personal or vacation leave per fiscal year for going to, attending, and returning from funerals of persons other than persons in the employee's immediate family or a member of his/her household, as defined above. Section 2.a. under this article would still apply as to the maximum number of personal days that may be taken in any given year including any personal days taken under this paragraph.

4. **JURY DUTY**

Employees called to jury duty shall be granted the difference between jury pay and their regular pay for the length of service. A note from the judicial department is required upon return to service to be compensated under the first sentence in this paragraph stating the dates of jury duty served.

5. **MILITARY LEAVE**  
Military leave shall be granted in accordance with Connecticut General Statutes and applicable federal law.
6. **FAMILY AND MEDICAL LEAVE ACT**  
All custodians under this contract are entitled to all rights under the Federal Family and Medical Leave Act.
7. **INSURANCE COVERAGE WHILE ON LEAVE**  
While an employee is on approved leave, insurance coverage shall be provided in accordance with applicable law. Employees must continue to pay their portion of insurance premiums while they are on leave.
8. **SENIORITY WHILE ON LEAVE**  
Seniority will continue to accrue while an employee is on paid leave. Seniority will continue to accrue while an employee is on unpaid leave, if required by either state or federal law. If an employee fails to return from either paid or unpaid leave, his/her seniority shall immediately cease.
9. **APPLICATIONS FOR LEAVE**  
Applications for leave shall be made to the Superintendent of Schools or his/her designee at least forty-eight (48) hours before taking such leave (except in the case of emergencies.)
10. **LEAVE RESTRICTIONS**  
A leave shall not be granted or requested for purposes of extending vacation or to avoid the use of sick leave.

## **ARTICLE XVIII DISCIPLINE**

No employee shall be discharged or suspended without just cause.

1. All disciplinary actions shall be for just cause. Disciplinary action may include the following:
  - a. Oral warning;
  - b. Written warning;
  - c. Unpaid suspension; and
  - d. Discharge.

Progressive disciplinary procedures will be followed. Any of the aforementioned may be independently invoked by the Board depending upon the seriousness of the incident.
2. In the event that an employee is given a written warning, suspended, or discharged, a copy of such disciplinary action shall be given to the employee at the time of the action and a copy shall be forwarded to the Union within twenty-four (24) hours of the action. In the event that an employee is required to meet with supervisory personnel for disciplinary action, the employee may, at his/her discretion, have the union staff representative or union

steward present at such meeting. If the employee decides during the meeting to have a union steward or staff representative present, the meeting shall cease until a union steward or staff representative can be present.

## ARTICLE XIX GRIEVANCE PROCEDURE

1. A grievance shall be defined as a claimed violation, misinterpretation, or misapplication of a specific provision of this Agreement. A grievance must be in writing and must set forth the specific section(s) of the Agreement alleged to have been violated, misinterpreted, or misapplied. Grievances may be submitted only by bargaining unit members.
2. Any grievance not taken to a higher step in the grievance procedure in accordance with the time limitations below shall be deemed settled on the basis of the last decision rendered by the Board's representative and shall not be subject to further processing. However, any of those time limits, except for the initial filing period may, in particular circumstances, be reduced or extended by mutual agreement which must be reduced to writing and signed by both parties.
3. "Days" shall mean working days.

4. Procedure:

Step One: The grievant may first discuss the grievance with the School Principal with the objective of resolving the matter. If unresolved, within fifteen (15) days of the occurrence which gives rise to the grievance, the employee must present the written statement of the grievance to the School Principal setting forth the specific section(s) of the Agreement alleged to have been violated, misinterpreted or misapplied and the remedy requested. If the grievance is not filed in the time limit prescribed above, then the grievance shall be deemed to be waived. Within ten (10) days after the School Principal receives such grievance, he/she or his/her designated representative shall give the employee his/her answer in writing.

Step Two: If the employee is not satisfied with the disposition of the grievance at Step One, he/she may submit the grievance to the Director of Operations, or his/her designee, in writing, within ten (10) days of the answer at Step One. The Director of Operations or his/her designee shall render a written decision to the employee within ten (10) days of receipt of the grievance.

Step Three: If the employee is not satisfied with the disposition of the grievance at Step Two, he/she may submit the grievance to the Superintendent of Schools, or his/her designee, in writing, within ten (10) days of the answer at Step Two. The Superintendent of Schools or his/her designee shall render a written decision to the employee within ten (10) days of receipt of the grievance.

Step Four: If the employee is not satisfied with the disposition of the grievance at Step Three, he/she may submit the grievance to the Board of Education, or its designee, in writing, within ten (10) days of the answer at Step Three. The Board of Education or its

designee shall render a written decision to the employee within fifteen (15) days of receipt of the grievance.

Arbitration: In the event the parties are unable to settle the grievance as outlined above, the written grievance may be submitted by the Union to arbitration. Any request for arbitration of a grievance must be made in writing by the Union and must be filed with The Connecticut State Board of Mediation and Arbitration and the Board not more than fourteen (14) days from the date of receipt of the written response to the grievance by the Board or its designee. The arbitrator or his designee shall hear and decide only one (1) grievance in each case. However, the arbitrator may, by mutual consent of the parties hear more than one (1) grievance at a time. His award shall be final and binding as provided by law, but he shall have no power to add to, subtract from or modify in any way the provisions of this Agreement.

## **ARTICLE XX EMPLOYEE RIGHTS AND REPRESENTATION**

1. A new employee shall serve a probationary period of ninety (90) days worked.
2. During an employee's probationary period, he/she may be terminated for any reason whatsoever and neither the employee nor the union, on his behalf, shall have the recourse to the grievance or arbitration provisions of this contract.
3. All employees who successfully complete their probationary period shall have their seniority backdated to the date of their day of actual employment.

## **ARTICLE XXI PERSONNEL RECORDS**

1. An employee covered hereunder shall, upon reasonable advance notice, be permitted to examine and copy any and all materials in his/her personnel file. The Union may have access to any employee's records upon presentation of written authorization by the said employee and with reasonable advance notice.
2. No disciplinary material shall be placed in an employee's personnel file unless he/she has signed (indicating receipt of such materials) and has received a current copy of such materials.
3. An employee or the Union may respond in writing to any new material placed in the particular employee's personnel file and such response shall be placed in the particular employee's personnel file.

## **ARTICLE XXII UNIFORMS**



1. All employees covered by this contract are required to wear a uniform in performance of their duty. The Board will provide full uniforms for all full-time non-probationary employees.
2. After probationary employment, the Board will provide each new full-time employee covered by this contract with two (2) sets of full uniforms for Custodians and two (2) summer shirts.
3. For each subsequent year beyond initial employment each employee will receive 6 items from the approved uniform list which shall include an option for shorts. Employees may substitute an approved rain coat from the list in place of 4 other items. The Board shall provide one-hundred and twenty-five (\$125.00) toward a pair of safety shoes (reinforced toe, nonslip sole, ankle coverage and support) which shall be paid annually in the first paycheck of September.

### **ARTICLE XXIII SUBCONTRACTS**

The Board has the right to subcontract and/or contract out any or all work performed by bargaining unit employees provided that this right shall not be used for the purpose or intention of undermining the Union. The Board will bargain over any impact not otherwise covered by this Agreement, on bargaining unit employees resulting from said subcontracting and/or contracting out of work. The parties agree that the temporary use of a subcontractor in emergencies shall not be considered subcontracting or contracting out of work. The parties agree that work performed by outside parties prior to the signing of this Agreement shall not be construed as subcontracting or contracting out of work in the future. The Board shall notify the Union of its intention to subcontract and/or contract out work in writing at least 30 days before entering into any agreement to subcontract and/or contract out work except in temporary emergency situations.

### **ARTICLE XXIV STRIKES AND LOCKOUTS**

The Union agrees that there will be no strikes, slowdowns, sickouts or work stoppages engaged in or participated in by the Union, and the Board agrees that it will not engage in any lockouts during the terms of the Agreement.

Any employee, who ceases work as set forth above, may be disciplined up to and including discharge by the Board. In the event the employee is disciplined, he/she shall have no right to the grievance procedure as set forth in Article XIX.

### **ARTICLE XXV SAVINGS CLAUSE**

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or The Connecticut State Board of Labor

Relations, such decisions shall apply only to the specific article, section or portion thereof directly related to the decision. Upon issuance of such a decision, the parties agree, where applicable to negotiate a substitute for the invalidated article, section or portion thereof.

**ARTICLE XXVI  
DURATION**

1. The Board and the Union agree that this Agreement shall be in full force and effect from July 1, 2022, through June 30, 2025.

Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement, however, neither party shall be obligated to take part in any such collective bargaining session prior to one hundred and twenty (120) calendar days before expiration hereof.

SIGNATURE PAGE



Regional School District No. 17



Municipal Employees  
Union Independent

10.20.22

Date

10/20/22

Date

**APPENDIX A  
HOURLY RATES**

|  | July 1, 2022 | July 1, 2023 | July 1, 2024 |
|--|--------------|--------------|--------------|
| Probationary Rate  | \$20.33      | \$20.84      | \$21.36      |
| Standard Rate of Pay                                       | \$22.43      | \$22.99      | \$23.57      |
| Probationary Rate, Second Shift                            | \$21.46      | \$22.00      | \$22.55      |
| Standard Second Shift Pay<br>(Shift starts after 12:00 pm) | \$23.57      | \$24.16      | \$24.76      |
| Head Custodian- First Shift                                | \$24.10      | \$24.70      | \$25.32      |
| Night Supervisor<br>HKMS/HKHS                              | \$25.25      | \$25.88      | \$26.53      |

No Custodial wages shall exceed a maximum wage cap of \$28.00/hour.

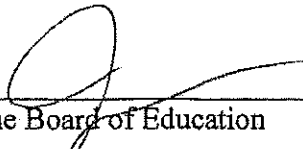
**STIPULATED AGREEMENT BETWEEN**  
**REGIONAL SCHOOL DISTRICT NO. 17 BOARD OF EDUCATION**  
**AND**  
**THE MUNICIPAL EMPLOYEES UNION INDEPENDENT**

The Regional School District 17 Board of Education ("The Board") and the Municipal Employees Union Independent ("The Union") are parties to a collective bargaining agreement and agree to the following facts:


- 1) During negotiations the parties discussed and agreed to remove the line "No Custodial wages shall exceed a maximum wage cap of \$28.00/hour."
- 2) The parties agree that the language above would have no impact on actual employee pay and was a carryover of base rate of pay from the previous contract.
- 3) In signing the Tentative Agreement the parties reached during negotiations, the line was inadvertently left in the contract with no change from the prior agreement.
- 4) The parties agree that "No Custodial wages shall exceed a maximum wage cap of \$28.00/hour." was language that had no effect in prior contracts and was never intended to have any effect.

-----The parties therefore enter into the following agreement:

- 1) No employee shall have their wage rate capped at \$28.00 per hour effective immediately.
- 2) Any employee who had their wage capped at \$28.00 per hour by payroll from July 1, 2022 to present shall be retroactively paid their correct wage.
- 3) The Appendix A Hourly Rates page of the contract will be modified to eliminate the line "No Custodial wages shall exceed a maximum wage cap of \$28.00/hour." shown below the employee pay rates.

  
\_\_\_\_\_  
For the Board of Education

12/11/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the Union

12/11/23  
\_\_\_\_\_  
Date

