

AGREEMENT

between the

BERLIN BOARD OF EDUCATION

and the

BERLIN ASSOCIATION OF HEAD CUSTODIANS

July 1, 2023 to June 30, 2026

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Kathryn J. Wall

BERLIN, CT.

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This Agreement is made and entered into by and between the Berlin Association of Head Custodians (hereinafter referred to as the "Association") and the Berlin Board of Education (hereinafter referred to as the "Board").

ARTICLE I: RECOGNITION

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

ARTICLE II: BOARD PREROGATIVES

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those provide by Connecticut General Statute §10-220.

ARTICLE III: SALARIES

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

ARTICLE IV: WORK SCHEDULES

1. Work schedules for head custodians shall be set by the Director of Operations.
2. When school is in session between August and June, the work time can be scheduled between 6:00 a.m. and 11:00 p.m.
3. The work schedule from July 1 to the last Friday before school begins will be between 6:00 a.m. and 2:00 p.m. with one-half hour allowance for lunch. Head Custodians shall be entitled to a paid thirty (30) minute lunch during the summer recess only.
4. In compliance with the provisions of the Fair Labor Standards Act as revised in 1966, all head custodial employees shall be paid at the rate of time and one-half of all hours worked beyond the regular time of forty (40) hours per week.
5. Overtime shall be assigned as required by the Director of Operations.
6. In an emergency call-in, the employee shall be paid a minimum of three (3) hours.

7. Regularly scheduled forty (40) hour head custodial personnel employed when necessary on Saturday and Sunday and legal holidays shall receive time and a half.
8. A complete time record must be submitted by each employee weekly. This record is to show regular time and all extra time the employee spends on school property. It shall indicate all absences and give reason for same.
9. The pay record must be signed by the Director of Operations or designee.
10. **Wage Payments:** Employees shall receive their bi-weekly pay on alternate Thursdays, as per payday schedule. Extra time will be computed only to the Saturday of the prior scheduled payday. Deductions for absence shall be computed on the daily rate. All employees shall be paid by direct deposit.
11. **Storm Days:** When school is cancelled due to inclement weather, head custodial employees shall be expected to report to work for the morning shift. Each head custodian will advise his/her staff of conditions and his/her needs. If an employee reports late to work on an inclement weather day, he/she shall still be required to work a full shift on that day. In the event that night-time activities are not cancelled, the head custodian/building supervisor shall assign one or more night custodians to work their regular schedule. If the superintendent feels that conditions are such that no one should report to work, employees will be notified at least one-half hour prior to the start of their shift (if possible) not to report to work. In such instances, no pay will be withheld.
12. **Uniforms:** The Board will furnish employees with five (5) uniforms. All personnel are to wear the uniforms provided at all times. These uniforms are to be kept clean and neat. Head Custodians will be eligible for a shoe reimbursement of up to \$250 per fiscal year.
13. **Conduct:** All personnel shall conduct themselves in such a manner as to have a wholesome influence on children. Any questionable conduct shall be subject to suspension or termination.
14. All personnel completing their regularly assigned duties or areas must assist others within their assigned areas or be assigned additional duties as time permits. Any unauthorized breaks will be considered quitting your job and immediate termination will take place.

ARTICLE V: HOLIDAYS AND VACATIONS

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

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

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

2. Vacations:

New employees hired between July 1st and December 31st shall receive five (5) days of vacation upon hire, which can be used after successful completion of their probationary period.

New employees hired between January 1st and June 30th shall receive vacation on July 1st per the chart below, which can be used after successful completion of their probationary period

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

Number of Years of Service Completed as of July 1 st	Number of Vacation Days Credited on July 1 st
0-4	10 days
5-9	15 days
10+	20 days

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

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

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

ARTICLE VI: INSURANCE AND RETIREMENT

- 1. Medical Insurance:** Effective upon issuance of this Agreement, the Board shall provide the following options for health insurance coverage, or comparable coverage to eligible employees.

- A. High Deductible/H.S.A. plan. The High Deductible/H.S.A. plan is the sole insurance plan.

The coverage provided is full family coverage unless otherwise noted.

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

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible)	\$2250/\$4500	
Co-insurance	N/A	20% after deductible
Cost Share Maximum (Individual/Aggregate Family)	\$4500/\$9000	
Lifetime Maximum	Unlimited	\$1,000,000
Prescription Drug Coverage	Treated as any other medical expense, effective July 1, 2018 subject to the post-deductible co-payments set forth below	

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

Health Savings Accounts: The Board will fund fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA plan will be made during the first pay in September. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

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, Social Security 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.

Each eligible employee shall be entitled to select, at the beginning of the enrollment year, the plan (as described above) in which he/she wishes to enroll. Each employee shall pay the following percentages of the premiums for the plan which he/she selects:

	Effective 7/20/23	Effective 7/20/24	Effective 7/1/25
HDHP/HSA Plan	18.5%	19%	19.5%
Dental Plan (Individual Coverage)	18.5%	19%	19.5%

2. **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 individuals enrolled in the plan so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include age-based preventive physical examinations and age-based preventive screenings.

If an employee and the employee's spouse (as applicable) fulfill all applicable components of the wellness program during a plan year (July 1 through June 30), the Board will contribute the following additional amounts into the employee's HSA during the following plan year:

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

3. **A Dental Rider** comparable to the plan in effect as of the date of this Agreement shall be provided for employees and their eligible dependents. The maximum age for dependents for the dental rider shall be 25.
4. The Board shall maintain a plan under Section 125 of the Internal Revenue Code, in order to allow employees to pay their insurance premium contributions on a pre-tax basis.
5. Subject to all applicable laws, the Board shall make available on an optional basis, a Section 125 Flexible Spending Account for Medical Care Reimbursement and for Dependent Care.
6. All full-time employees are eligible for above insurance coverage upon application. New employees shall become eligible for health and dental insurance benefits the first of the month following date of hire.
7. Employees may have members of their immediate family covered under the above plans, subject to the eligibility requirements of the plan carrier/ administrator and subject to the provisions for premium cost sharing set forth.
8. The Board shall have the right to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding and such change.
9. **Excise Tax:** The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with the Municipal Employees Relations Act ("MERA"). During such mid-term negotiations, the parties will reopen

Article VI (Insurance) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

10. Life Insurance

A life insurance policy in the amount of \$50,000 will be provided for each Head Custodian the first of the month following date of hire.

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

ARTICLE VII: WORKERS' COMPENSATION

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

1. Employee will file claim with the current insurer.
2. The insurer will pay employee compensation in accordance with the state and federally mandated Workers Compensation regulations, based on employee's salary. For employees who are entitled to receive workers' compensation benefits for temporary total disability as a result of an injury, illness or occupational disease arising out of and in the course of their employment with the Board, the Board will pay the difference between the dollar amount of weekly payments received by the employee under the Workers' Compensation Act and the employee's regular weekly net pay, after deduction of taxes, for a period of up to 120 calendar days from the date of injury, illness or occupational disease, or until such time as the employee is able to return to work, becomes ineligible for Workers' Compensation benefits for temporary total disability or reaches maximum medical improvement, whichever occurs first.
3. The Board may require a physical examination of any employee returning to work, in accordance with federal and state law.

ARTICLE VIII: LEAVES

1. **Sick leave** shall be earned at the rate of 1.25 days per month of employment. Yearly accumulation is not to exceed fifteen (15) days per fiscal year, (July 1 to June 30). Total accumulation for employees *hired on or before June 30, 2001* is one hundred sixty-five (165) days. Total accumulation for employees *hired after June 30, 2001* is 150 days.

Sick leave may be taken for:

- A. Employee's personal sickness.
- B. Not more than five (5) of these days may be used for illness of a member of the employee's family (mother, father, spouse, child) or a member of the employee's household.

C. Attending an appointment with a physician, where such an appointment cannot be scheduled outside the employee's work hours, and where the employee notifies the Director of Operations of the appointment at least one (1) week in advance, except in emergencies. Every attempt should be made to schedule appointments at the very beginning or very end the employee's shift.

2. Employees shall be allowed additional paid time off during each school year for the causes listed below. These days are not to be accumulative.

Bereavement: Five days absence will be provided during each school year for a death in the employee's immediate family (mother, father, spouse, child, step-child, sister, brother, grandmother, grandfather, current mother-in-law, current father-in-law, or other relative domiciled in the household). One day absence during each school year will be provided for the employee's aunt, uncle, cousin, brother-in-law and sister-in-law.

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

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

ARTICLE IX: HEALTH EXAMS

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

ARTICLE X: GRIEVANCE PROCEDURE

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

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

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

- STEP 2 If the aggrieved party or the Association is not satisfied with the answer given by the Director of Operations they may within five (5) working days elect to submit the grievance in writing to the Director of Human Resources who will arrange a hearing with the grieving party and the Association within ten (10) working days with written answer five (5) working days after hearing.
- STEP 3 If the aggrieved party or the Association is not satisfied with the answer given by the Director of Human Resources, the aggrieved party or the Association may within ten (10) working days after receipt of the Step 3 answer, or the expiration of the time period for such response, whichever is sooner, submit the grievance to the Superintendent of Schools (or the Board approved designee). The Superintendent (or the Board approved designee) shall respond to the grievance in writing within ten (10) working days.
- STEP 4 If not satisfied with the answer given by the Superintendent (or the Board approved designee), the Association may, within ten (10) working days of receipt of the Superintendent's (or the Board approved designee) response, whichever is sooner, submit the grievance to arbitration by filing a written notice of intent to submit the matter to arbitration with the Director of Human Resources.

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

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

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

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

2. Nothing herein shall be construed as prohibiting an aggrieved party from handling his/her own grievance if he/she so desires, but no agreement shall be made that is contrary to any

terms of the Agreement. The Association has the right to attend and participate at any step of the procedure. Notwithstanding the foregoing, an employee shall not have the right to pursue a grievance to arbitration; only the Association shall have the right to pursue a grievance to arbitration.

3. The Employer shall allow the aggrieved employee(s) and an Association representative or officer the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in Article X; Section 1: (STEPS 1 through 4) but in no case will the Board pay for any time other than lost time within the work schedule.
4. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level, unless the parties mutually agree in writing to extend the specified time limits.
5. An employee may, if any administrator or the Board of Education fails to render his/her/its decision within the specified time limits, process his/her/its grievance to the next higher level.

ARTICLE XI – MISCELLANEOUS

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

ARTICLE XII: COMPLETE AGREEMENT

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

ARTICLE XIII: SAVINGS CLAUSE

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

ARTICLE XIV: DURATION

The provisions of this Agreement shall become effective on July 1, 2023 and shall continue and remain in full force and effect to and including June 30, 2026.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 24th day of April, 2023.

Julia Dennis
President, Berlin Board of Education

[Signature]
President
Berlin Association of Head Custodians

Ashley Dorsey
Witness

Danise Parsons
Witness

Head Custodians
APPENDIX A

SALARIES

	<u>ELEMENTARY</u>	<u>McGEE</u>	<u>HIGH SCHOOL</u>
July 1, 2023 (2.75%)	\$59,937	\$64,274	\$70,644 *
July 1, 2024 (2.75%)	\$61,585	\$66,042	\$72,587
July 1, 2025 (2.75%)	\$63,279	\$67,858	\$74,583

**An additional \$500 is added to the High School salary rate in 2023 in recognition of the removal of the grandfathered longevity benefit.*

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

Supervisory Stipend: Effective with the signing of this contract, the District will pay an annual stipend of \$5,000 to one employee who serves an additional role of Supervisor of Head Custodians. This appointment is made at the sole discretion of the District.