# COLLECTIVE BARGAINING AGREEMENT

# By and Between

# **Bloomfield Board of Education**

and the



# UNITED PUBLIC SERVICE EMPLOYEES UNION Bloomfield BOE Employees Local 424 – Unit 12

July 1, 2019 through June 30, 2023

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# <u>ARTICLE 1 – AGREEMENT</u>

This Agreement is made and entered into between the Bloomfield Board of Education (hereinafter referred to as the "Board") and the United Public Service Employees Union Local 424 - Unit 12 (hereinafter referred to as the "Union"). "Employee" as used herein, refers to a member of the bargaining unit defined under Article 2 of this Agreement. "Board" as used herein refers to the Board of Education or an appropriate representative of the Administration empowered to act on the Board's behalf.

# **ARTICLE 2 – RECOGNITION**

<u>Section 1</u> - The Board recognizes the Union as the sole and exclusive representative for purposes of collective bargaining with respect to wages, hours, and other conditions of employment within the meaning of the Connecticut Municipal Employee Relations Act for all school custodians, special education bus drivers, maintenance employees, cafeteria workers, and network technicians and network administrators in the Board of Education I.T. Department who work twenty (20) or more hours per week, excluding the Director of Facilities, Supervisor of Custodians, and Director of Food Services, and all statutory supervisors.

# **ARTICLE 3 - BOARD RIGHTS AND RESPONSIBILITIES**

<u>Section 1</u> - It is recognized that the Board retains and will continue to retain, whether exercised or not, the rights, responsibilities and prerogatives necessary to direct the operation of the Bloomfield Public Schools in all its aspects including, but not limited to the acquisition, control and regulation of all property, the employment and supervision of all employees and the organization and administration of the program of the Bloomfield Public Schools.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

<u>Section 2</u> - The Union recognizes the right of the employer to subcontract work, so long as it will not cause a layoff of employees in the bargaining unit. Bargaining unit work customarily performed by bargaining unit members shall be performed by bargaining unit members only, with the exception of short-term emergency situations and summer work when all bargaining unit employees are gainfully employed by the Board of Education. The Board of Education may use outside contractors during the periods of these above-referenced exceptions.

# **ARTICLE 4 - EMPLOYEE RIGHTS AND REPRESENTATION**

<u>Section 1</u> - Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be

recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative or otherwise.

- <u>Section 2</u> Not more than one (1) officer, representative, or grievance committee member and the grievant shall be granted leave with pay for necessary time required to process grievances at arbitration.
- <u>Section 3</u> It is agreed that no more than four (4) of the Union's negotiating team shall not suffer any loss of pay when attending any such meetings held during their regularly scheduled working hours.
- <u>Section 4</u> The employee may, with permission from his/her immediate non-bargaining unit Supervisor, contact a Steward during the working hours regarding an adverse action which could not be resolved at the time by a Supervisor.
- <u>Section 5</u> Not more than four (4) members (in no event to exceed two (2) members per division) shall be off-duty on Union business leave with pay at the same time. The Union shall be required to submit the names of four (4) members as far in advance as is practical. Union business leave shall be granted to attend special Union activities limited to an overall total of twelve (12) days annually.

# **ARTICLE 5 - UNION MEMBERSHIP**

- <u>Section1</u> Every current employee covered by this Agreement may, remain and/or become a member of the Union, which is the unit's exclusive bargaining representative. All new-hires subject to the recognition clause shall have the right to become union members. Every employee has the right to make this choice free of interference, restraint or coercion.
- <u>Section 2</u> Employees may elect to revoke his/her union membership upon appropriate written notice to the Union during the annual opt-out window. In the event an employee opts out, the Union shall notify the Board after the close of the opt-out window.
- <u>Section3</u> Upon receipt of a check off authorization card for payroll deduction of his/her Union membership dues duly executed by an employee the employer agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues and any additional fees lawfully required of Union employees.\_The employer agrees to provide the aforesaid service without charge to the Union.
- <u>Section 4</u> All monies deducted from the wages of employees shall be remitted to the Union monthly. The Board shall deduct the amount certified by the Union as the annual dues and/or fees from the pay of each employee who so authorizes in equal bi-weekly installments. All such deductions shall be remitted to the Union by the fifteenth (15th) day following the second paycheck of the month.
- <u>Section 5 -</u> Within ten (10) working days of an employee's hire date, the Board shall provide the Unit President and the UPSEU Labor Relations Representative with the following information about newly hired bargaining unit members: first and last name; work location; pay rate; and work phone number and email address.
- <u>Section6</u> The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall, or may, arise out of or by reason of, action taken by

the Board for the purpose of complying with the provisions of this Article.

# **ARTICLE 6 - CHECK-OFF**

<u>Section 1</u> - The Board agrees to deduct Union dues for those employees who choose to join the Union and choose to have Union dues deducted from their pay and for whom the Board is provided with a written authorization card, duly signed, authorizing such deductions.

<u>Section 2</u> - Authorization cards shall be for the length of the contract term but may be withdrawn upon written notice by the employee to the Board and to the Union in alignment with Union requirements.

<u>Section 3</u> - The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall, or may, arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article.

# **ARTICLE 7 - GRIEVANCE PROCEDURE**

Section 1 - A grievance is hereby defined as a claimed misinterpretation or misapplication of a specific section of this contract to an individual employee or the Union, or that disciplinary action has not been taken against an employee for just cause by the Board. A grievance must be in writing and must set forth the specific section(s) of the contract alleged to have been misinterpreted or misapplied. The purpose of the grievance procedure shall be to resolve, at the lowest possible administrative level, issues which may arise from time to time with respect to the provisions of this Agreement.

<u>Section 2</u> - Upon proper notification and permission of the employee's Director or his/her designee, such permission is not to be unreasonably withheld, not more than one officer, representative, or grievance committee member, and the grievant shall be granted leave from duty with full pay for all grievance meetings at any and all steps in the Grievance Procedure through arbitration when such meetings take place at a time during which such members are scheduled to be on duty.

# <u>Section 3 – Procedure:</u>

<u>STEP ONE</u> - Within ten (10) working days of the occurrence of the incident, or when the employee should have been aware of the incident in question, the employee must present a written statement of the grievance to the employee's immediate supervisor. The matter shall be discussed and a decision given the employee within ten (10) working days of the receipt of the grievance.

STEP TWO - If the aggrieved employee is not satisfied with the disposition of the grievance at Step One, the aggrieved person may request a further review of the grievance by the Superintendent of Schools or his/her designee by presenting the written grievance to the Superintendent or his/her designee within five (5) working days of receipt of the decision at Step One. Within ten (10) working days, the Superintendent or his/her designee shall review the grievance and render a decision to the aggrieved employee.

STEP THREE -Should the Union be dissatisfied with the answer at Step 2 it shall within ten (10) working days submit the claim to the Connecticut State Board of Mediation and Arbitration (SBMA) for mediation followed by arbitration, should mediation no result in settlement of the grievance. In cases involving suspension or termination the Union and Board of Education may mutually agree to submit the grievance to the American Arbitration Association (AAA), in which case, cost for arbitration through AAA will be shared equally by the Board and the Union. Furthermore, the Board of Education may elect to submit the grievance to AAA without the Union's consent by so notifying the Union the Union has filed the claim with SBMA in which case the Board will be responsible for the full cost of arbitration. Only the Union and not the grievant/s may submit a grievance to mediation/arbitration. In any arbitration proceeding, the arbitrator shall hear and decide only one (1) grievance. The arbitrator shall be required to comply with all of the provisions of this Agreement and shall have no power to add to, subtract from, or in any way modify the terms and provisions of this Agreement. The arbitrator's decision, when rendered in conformity with this Agreement, shall be final and binding according to law.

<u>Section 4</u> - Any grievance not forwarded to the next step in the grievance procedure in accordance with the above time limitations shall be deemed settled on the basis of the last decision rendered by the Board's representative and shall not be subjected to further processing. However, any of the above time limits may be held in abeyance by mutual written agreement between the parties.

<u>Section 5</u> - When any party contests the arbitrability of a grievance under this Agreement, such question of arbitrability shall be submitted to and decided by the arbitrator(s).

<u>Section 6</u> - The Union shall have the same rights to process a grievance as an individual employee.

<u>Section 7</u> - If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the records of such proceedings.

# **ARTICLE 8 - BULLETIN BOARDS**

<u>Section 1</u> - The employer agrees to provide bulletin board space in each building, which may be used by the Union for the following notices:

- 1. Notices of Union meetings.
- 2. Notices of Union elections and the results when they pertain to the employer's employees.
- 3. Notices of Union recreational and social events.
- 4. Annual Seniority List.

<u>Section 2</u> - Prior to the posting of any notice, a copy will be furnished to the Superintendent of Schools or his/her designee. Said furnishing of a copy will not be construed to give the right to the Board or its agent to stop the posting of any notice in accordance with Section 1.

# ARTICLE 9 - NO STRIKE/NO LOCKOUT

<u>Section 1</u> - The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union further agrees that there will be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Board.

<u>Section 2</u> - Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment, and/or of exercise of any legal right or remedy as to the Union.

The Board agrees that there will be no lockout of any employee or employees at any time during the life of this Agreement. Any violation of this Section would subject the Board to the exercise of any and all legal remedy by the Union.

<u>Section 3</u> – The Board agrees that there will be no lockout of any employee or employees at any time during the life of this Agreement. Any violation of this Section would subject the Board to the exercise of any and all legal remedy by the Union.

### ARTICLE 10 – SENIORITY/PROBATION/LAYOFF

<u>Section 1 – Seniority</u>: All seniority rights hereunder are conditional upon the employee being fully qualified, capable and willing to perform the work to which his or her seniority may entitle him/her.

<u>Section 2</u> - Seniority is defined as the employee's length of continuous unbroken service with the Board of Education. Seniority shall be considered broken for such reasons as discharge, resignation, layoff of more than twenty-four (24) months, overstaying a leave of absence, disability or illness for a period exceeding the available leave of absence and other similar reasons.

<u>Section 3</u> - A seniority list shall be furnished to the Union annually on or about November 1<sup>st</sup> of each year. The Union will make corrections and return a copy to the employer within ten (10) working days. After that the Board shall not be held responsible for any errors or damages because of errors.

<u>Section 4 – Probationary Employees:</u> All new employees shall be considered probationary during their first ninety (90) calendar days of employment. During such probationary period the employees shall not attain seniority rights under this Agreement and such probationary employees may be terminated at the sole discretion of the Board without access to the grievance procedure or challenge by the Union. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment. Should the Board deem necessary, a new employee's probationary period may be extended an additional sixty (60) calendar days for just cause. The Director shall notify both the Union and the employee when such extension is necessary.

Section 5 - When new jobs within the bargaining unit are created, or existing jobs that will be re-filled are vacated, the Board shall post the position for ten (10) working days and each employee who is interested will have the opportunity to apply for said opening providing he/she is qualified. Employees who do not submit a timely response to the posting shall not be considered. The Administration shall have the right to select the applicant who is qualified and able to perform the job, as determined by the Superintendent or his/her designee. In determining qualifications, the requirements of the job description shall be the basis for determination. If there are two (2) or more equivalently qualified applicants from within the bargaining unit, the employee having the greatest amount of seniority shall be selected. In the event there are no qualified candidates from within, the Board may hire outside.

An employee who is promoted or transferred to a new or open position shall serve a thirty (30) calendar day trial period. If for just cause the Administration feels the candidate cannot perform the essential duties of the job the employee will be returned to his/her former position and pay.

<u>Section 6</u> – Layoff Rights: In the event that a layoff within a job title within a seniority group is pending or proposed, the Board shall notify the Union and the affected employee as soon as practical, but, in no event, less than fourteen (14) calendar days before the effective date of the layoff.

There shall be five (5) separate seniority groups for the purposes of reduction in force or layoff as follows: (a) Custodians, (b) Maintenance, (c) Special Education Drivers, (d) Cafeteria Workers and (e) Computer and Network Technicians and Systems Support Engineer. Reduction in force or layoff shall occur within a seniority group.

In applying seniority when it becomes necessary to lay off employees within any job classification, the employee with the lesser Board seniority shall be laid off first.

An employee subject to be laid off in conformity with the above process may use Board seniority to bump a less senior employee in an equal or lower job classification provided that the employee is qualified to perform the job duties of that position. The employee shall be granted a thirty (30) day period in which he/she can demonstrate his/her ability to perform the work.

Laid off employees with the most seniority shall be rehired first and no new employee shall be hired until all laid off employees have been given an opportunity to return to work, providing the employee recalled is qualified to fill the vacancy. Laid off employees will be retained on a recall list and maintain their seniority status at the time of layoff for a period not to exceed two (2) years. An employee who refuses a recall shall lose all further recall rights. Notice of recall will be mailed to the last known address of the employee by certified mail.

# **ARTICLE 11 - HOURS OF WORK**

<u>Section 1a-</u> Hours of work shall be determined by the Board of Education consistent with operational requirements and the interests of education in the system. The normal work week shall be from Monday to Friday during periods when school is in session, plus such additional days or hours as in the Board's discretion shall be necessary in the interest of education in the system. The number of hours worked per

week by each employee shall be maintained as a minimum weekly number of hours for the duration of the school year. The Board will notify employees of the minimum hours for the following school year by July 1, unless emerging conditions prevent the Board from doing so, The Board will provide a two week notice during the school year of significant changes in employees work schedules. This does not prevent the Board of Education from eliminating positions or from changing hours based on fiscal exigencies or for other reorganization of staff in conformance with Article 3.

Section 1b – For the computer I.T. Department the regular work week shall be Monday through Friday, eight (8) hours per day with ½ hour (30 minutes) paid lunch. Current work hours shall be followed unless mutually agreed upon by both parties.

<u>Section 2</u> - The Board will make reasonable efforts to inform each employee of his/her schedule upon its determination.

<u>Section 3</u> - For all hours worked in excess of forty (40) hours in each payroll week, eight (8) hours per workday, or on a Saturday, an employee shall be compensated at the rate of time and one-half his/her normal hourly rate of pay. All overtime must be specifically approved in advance by the employee's immediate supervisor.

<u>Section 4</u> - An employee called out after regular working hours on a weekday shall be paid for a three (3) hour minimum at time and one-half if he/she works less than three (3) hours. If said employee is required to work more than three (3) hours on a single call-out, he/she shall be paid at the applicable overtime rate for the time actually worked in said call-out situation.

<u>Section 5</u> - Overtime assignments shall be rotated on a fair basis and divided as equally as possible among employees in the same job classification and school. Notwithstanding the above statement, overtime assignments, where necessary, shall also be based on qualification of the employee to perform the assignment. Employees will be required to work reasonable overtime schedules unless they are unavailable by reasons of a previous personal commitment. Any employee who refuses to perform overtime shall be charged a turn on the rotation list. Overtime records will be updated and posted quarterly with a copy to be provided to the Union. (This paragraph does not apply to the I.T. Department)

<u>Section 6</u> - All work performed on a Sunday or Holiday shall be paid at the rate of two (2) times the employee's regular rate of pay.

<u>Section 7</u> - All other employees working five (5) hours or more shall have a one-half (1/2) hour unpaid lunch period, except for cafeteria bargaining unit employees.

<u>Section 8</u> - All cafeteria bargaining unit employees shall receive daily a paid fifteen (15) minute rest period in lieu of an unpaid lunch period.

# **ARTICLE 12 – UNIFORMS**

Section 1 - All Custodians - Upon the completion of the probationary period, Custodians will be furnished five (5) complete uniforms (shirts, pants). Such uniforms shall be worn during the workday. Coveralls, gloves, steel-toed safety shoes and rain gear shall be provided. Replacements shall be issued when the provided gear, jacket or uniform is worn out or damaged on the job. Such gear, jacket or uniform shall be returned once the new gear, jacket or uniform is issued. Best efforts shall be made to issue new gear, jacket or uniform within thirty (30) days of employee request for replacement of worn out or damaged gear, jacket or uniform.

<u>Section 2</u> - <u>Maintenance</u> - Upon the completion of the probationary period, full-time maintenance personnel will be furnished five (5) complete uniforms (shirts, pants, jackets, and liners). Coveralls, gloves, boots and rain gear shall be provided. Replacements shall be issued when the provided gear, jacket or uniform is worn out or damaged on the job. Such gear, jacket or uniform shall be returned once the new gear, jacket or uniform is issued. Best efforts shall be made to issue new gear, jacket or uniform within thirty (30) days of employee request for replacement of worn out or damaged gear, jacket or uniform.

Section 3 - Cafeteria - Upon the completion of the probationary period, Cafeteria Workers will be furnished two (2) long sleeve shirts, three (3) short sleeve shirts and an untaxed stipend of \$350 to purchase pants and shoes every school year. Said stipend shall be issued as a separate check at the same time as the first paycheck of the school year. Replacements shall be issued when a provided long sleeve or short sleeve shirt is worn out or damaged on the job. Such shirt shall be returned once the new shirt is issued. Best efforts shall be made to issue the new shirt within thirty (30) days employee request for replacement of the worn out or damaged shirt.

\*The Board reserves the right to implement a laundry/rental program in lieu of furnishing uniforms. The Board agrees to discuss any uniform selection with the Union prior to purchasing/renting said uniforms, and further agrees to consider all recommendations made by the Union concerning uniforms.

Section 4 – I.T. department will comply with neat appearance

Section 5 - It is understood that any protective wear required to conform with OSHA will be provided.

# Section 6 - Safety Equipment

- 1. The Board shall provide, where necessary, safety helmets, protective foot gear and/or other protective gear required to be worn by employees to meet OSHA safety standards, and the Board shall continue to provide safety shoes for the Maintenance and Custodian employees.
- 2. The Board shall provide where necessary foul weather gear for those employees required to work outdoors during inclement weather.
- 3. All employees who are required to wear safety equipment because of the nature of their job duties shall wear such equipment or be subject to the discipline clause in Article 19, Section 3.

# **ARTICLE 13 - LEAVE PROVISIONS**

# Section 1 – Sick Leave

A. The following groups of employees shall be entitled to annual sick leave with full pay of varying amounts and shall be entitled to accumulate unused annual sick leave from year to year so long as the employee remains continuously employed in the service of the Board, and as authorized by the Board, for the listed number of days:

12-month full-time Custodian,	15 Days	Earned at rate of two (2) days per month up to one		
Maintenance and Special		hundred and eighty (180) accumulated days		
Education Drivers, Computer and				
Network Technicians, Systems				
Support Engineer				
School year full-time Custodian,	12 Days	Earned at rate of 2 days per month up to one		
Maintenance and Special Education		hundred and twenty (120) accumulated days		
Drivers				
Part-time Custodian,	6 Days	Earned at rate of one (1) day per month up to		
Maintenance and Special		twenty-five (25) accumulated days		
Education Drivers				
Each full-time (30 hours per	10 Days	Earned at rate of two (2) days per month up to one		
week) Food Service employee		hundred and twenty (120) accumulated days		
Part-time Food Service	6 Days	Earned at rate of one (1) day per month up to		
Employees		twenty-five (25) accumulated days		

- B. For bargaining unit members that are recognized as "service workers" as defined under the Connecticut Sick Leave Law (CGS §§ 31-57r 31-57w). As such, the statute shall control if/when any sick leave provision in this contract would result in a lesser benefit than is available under the law.
- C. The employee shall furnish a doctor's certificate at his/her, the employee's expense, to substantiate the sick leave if the employee has been absent for five (5) or more working days. The Superintendent or Designee may demand a doctor's certificate for any employee when the employee's attendance record indicates possible abuse of sick leave.
- D. \*Severance Pay for Employees Hired on or After July 1, 2006 Upon retirement or voluntary termination of an employee hired on or after July 1, 2006, who has been continuously employed fifteen (15) or more years, he/she shall be paid for one-half of his/her accrued sick leave provided, however, the employee gives written notice to the Superintendent or Designee prior to January 1 of that school year in which he/she will retire or terminate so that necessary budgetary provisions can be made for the following school year's budget. If the employee fails to notify the Board as noted above, he/she shall receive the severance pay on July 1 of the next budget year. In the event of death, payment of accrued sick leave shall be made to the employee's estate.

- E. \*Severance Pay for Employees Hired on or Before June 30, 2006 Upon retirement or voluntary termination of an employee hired on or before June 30, 2006, who has been continuously employed ten (10) or more years, he/she shall be paid for one-half of his/her accrued sick leave provided, however, the employee gives written notice to the Superintendent or Designee prior to January 1 of that school year in which he/she will retire or terminate so that necessary budgetary provisions can be made for the following school year's budget. If the employee fails to notify the Board as noted above, he/she shall receive the severance pay on July 1 of the next budget year. In the event of death, payment of accrued sick leave shall be made to the employee's estate.
  - \* D & E above are not applicable to employees in the IT Department

<u>Section 2</u> - <u>Personal and Other Leaves</u> - Full-time Employees shall be entitled to a total of three (3) personal leave of absence days annually (not cumulative) with full pay in accordance with the following:

Three (3) days of absence without salary deduction may be granted to full-time employees (school year) and (full year) within each year, with prior approval of the employee's immediate Supervisor. Leave of absence time is not cumulative and may not be taken to extend a vacation or holiday period. The reasons for granting a personal day will apply to all non-certified personnel requesting a personal day.

- 1. Legal business with attorneys which may include court appearance, probate court, mortgage closings, and emergencies.
- 2. Moving into another home or an apartment.
- 3. Attendance at graduation of a son or daughter.
- 4. Or a reason of similar nature.
- 5. Other.

Application for leave in the provisions above shall be made to the immediate supervisor at least forty-eight (48) hours before taking such leave.

In case of an emergency (which is to be defined as a condition of a serious nature beyond the control of the employee that must be dealt with immediately) a personal day may be taken without prior notification. The employee in such a case must verbally notify the immediate supervisor during the specific day. The written request for leave must be made within one day of the employee's return to work.

Personal and other leave taken pursuant to the above provisions shall be in addition to any sick leave to which the employee is entitled.

All part-time-employees working at least twenty (20) hours per week will be allowed two (2) personal days per year.

<u>Section 3</u> - The Board and the Superintendent of Schools may grant leaves of absence without pay or other benefits for a period not to exceed one (1) year if it is in the best interest of the school system and does not interfere with the welfare of the children. Request for such leave shall be made in writing to the

Superintendent of Schools or his/her designee and shall include a statement of the reasons therefore and the length of the leave required.

# <u>Section 4</u> - <u>Personal Injury Benefits:</u>

- A. When an employee is absent from his/her regular assignment in the event of a claim under the Town's Workers' Compensation program, the Board shall pay the difference between the W.C.I. payment and the regular salary to a maximum of one hundred eighty (180) workdays. After one hundred eighty (180) workdays, personnel may use their accumulated sick leave to make up the difference between the W.C.I. and their salary until it is exhausted.
- B. <u>Personal Injury Benefits</u> When a Cafeteria worker is absent from his/her regular assignment in the event of a claim under the Town's Workers' Compensation program, the Board shall pay the difference between the W.C.I. payment and the regular salary to a maximum of one hundred twenty-five (125) workdays. After one hundred twenty-five (125) workdays, personnel may use their accumulated sick leave to make up the difference between the W.C.I. and their salary until it is exhausted.

<u>Section 5</u> - <u>Family and Medical Leave</u> - Any employee who becomes pregnant shall so notify the Superintendent of Schools or his/her designee in writing at least two (2) months prior to the expected date of delivery

All eligible employees shall be granted family and medical leave pursuant to the federal Family and Medical Leave Act (FMLA) and any applicable state laws. Employees shall be entitled to apply any earned leave towards such absence.

<u>Section 6</u> - The employer shall maintain an accurate and up-to-date record of each employee's vacation time and accrued sick leave and shall provide that information to each employee in his/her weekly paycheck.

# <u>Section 7 - Funeral Leave:</u>

- A. An employee shall be allowed four (4) working days off with pay following the death of a member of his/her immediate family, provided the employee is actually in attendance at the funeral or engaged in activities in connection with the funeral.
- B. Immediate family, as used in A above, shall include spouse, child, mother, father, brother, sister, stepchild, stepparent, legal guardian, father-in-law, mother-in-law, grandchild, grandparent, legal ward, brother-in-law, sister-in-law, or with the approval of the immediate supervisor, another person living in the immediate household.
- C. An employee shall be allowed one (1) day off with pay per year to attend a funeral where a death of a person outside of the immediate family occurs.

<u>Section 8</u> - <u>Jury Duty Leave</u> - The Board of Education shall provide jury leave pay equal to the difference between the pay received as a juror and the employee's regular pay.

<u>Section 9</u> - <u>Longevity Payment -</u> All full-time members of the bargaining unit shall receive longevity pay in accordance with the following schedule:

a.	After 8 years of service	\$200
b.	After 12 years of service	\$300
c.	After 16 years of service	\$400
d.	After 20 years of service	\$500

This longevity stipend shall be paid to all qualifying employees in a lump sum during the last pay period of June in each year. Any employee claiming a longevity stipend must have completed the required number of years of continuous employment as of June 30 of each year. If an employee would have been entitled to a longevity stipend, but is not an employee of the Board, such employee shall not be entitled to a longevity stipend for the year most recently completed.

# **ARTICLE 14 – HOLIDAYS**

<u>Section 1</u> - The following paid legal holiday allotment shall be given to bargaining unit employees:

- A. All regular full-time (30 hour) full work year Information Technicians, Custodians, Maintenance force and Special Education Drivers shall be entitled to thirteen (13) paid holidays per year. The 13 holidays are as follows: Labor Day; Columbus Day; day before Thanksgiving Day; Thanksgiving Day; day after Thanksgiving; day before Christmas; Christmas Day; New Year's Day; Martin Luther King's Birthday; President's Day; Good Friday; Memorial Day; and Independence Day.
- B. All regular part-time Custodians, Maintenance force, and Special Education Drivers in the bargaining unit shall receive eleven (11) paid holidays per year. The 11 holidays are as follows: Labor Day; Columbus Day; Thanksgiving Day; day after Thanksgiving; day before Christmas; Christmas Day; New Year's Day; Martin Luther King's Birthday; President's Day; Good Friday and Memorial Day.
- C. All regular full-time (30 hour) Cafeteria Workers shall receive eleven (11) paid holidays per year. The 11 holidays are as follows: Labor Day; Columbus Day; Thanksgiving Day; day after Thanksgiving; day before Christmas; Christmas Day; New Year's Day; Martin Luther King's Birthday; President's Day; Good Friday and Memorial Day.
- D. All regularly employed Cafeteria Workers who are employed at least twenty (20) hours per week but less than full-time shall receive four (4) paid holidays per year. The four (4) holidays are as follows: Labor Day, Thanksgiving Day, Memorial Day and Martin Luther King's Birthday.

<u>Section 2</u> - For paid holidays occurring on Saturday or Sunday, the day off shall be designated by mutual agreement.

<u>Section 3</u> - Whenever any of said holidays fall during the paid vacation of an employee, said holiday shall not be charged against the employee's earned vacation time. The employee shall be given another day off to compensate for said holiday at a time mutually agreeable to the Director and the employee.

<u>Section 4</u> - For all hours worked on a holiday, the employee will receive the pay for the holiday plus double time pay for all hours worked.

<u>Section 5</u> - All employees are required to work the last workday before and the first workday after a holiday in order to receive holiday pay unless such employee is on paid leave.

Any employee who is sick and supplies a doctor's note to so verify for any of the aforementioned days shall be paid for the holiday.

# **ARTICLE 15 – VACATIONS**

<u>Section 1a</u> - Full year employees working 30 hours or more per week will be granted vacation benefits as follows:

A vacation of five working days shall be earned by an employee upon completion of six (6) months of service. Five (5) additional vacation days shall be earned upon celebration of the first anniversary date of employment. Ten (10) vacation days shall be earned upon celebration of the second anniversary date of employment through the fourth (4<sup>th</sup>) anniversary. Commencing with the fifth (5<sup>th</sup>) anniversary date, full-year employees shall earn fifteen (15) vacation days. Commencing with the tenth (10<sup>th</sup>) anniversary date, full-year employees shall earn twenty (20) vacation days. Commencing with the twentieth (20') anniversary date, full-year employees shall earn twenty-five (25) vacation days.

For those entitled to more than ten (10) consecutive working days of vacation, the permission of the Director of Facilities or the Supervisor of Custodians shall be required to take more than ten (10) working days at one time:

- A. Six (6) months one (1) week.
- B. One (1) year one (1) additional week.
- C. Second through 4th year two (2) weeks.
- D. Fifth through ninth year three (3) weeks.
- E. Tenth through nineteenth year four (4) weeks.
- F. Twentieth year and beyond five (5) weeks

<u>Section 1b - Full year employees in the I.T. working 20 hours or more per week shall be granted vacation benefits as follows:</u>

After Probation – Before 12 Months	10 vacation days
1-5 years	15 vacation days
6-10 years	20 vacation days
11-15 years	25 vacation days

For the purpose of vacation entitlement, the employee's anniversary date of employment shall be used.

<u>Section 2</u> All vacation time must be requested in writing at least fifteen calendar (15) days in advance and will be subject to the approval of the Administration.

<u>Section 3</u> - For the purpose of vacation entitlement, the employee's anniversary date of employment shall be used. After completion of the first year of employment vacation time shall be allotted on July 1 of each year.

<u>Section 4</u> - In the event of death of an employee, the employee's estate shall be paid in full for all credited and pro-rata vacation accrual.

<u>Section 5</u> - In the event of illness during an employee's vacation period, the employee shall be given the option of charging the sick days to his/her sick leave, providing a doctor's certificate verifies illness.

<u>Section 6</u> - Up to five (5) unused vacation days shall be carried over from year to year. An employee who wishes to roll over six (6) or more vacation days may submit a request to the Human Resources Director to have any additional unused vacation days rolled over to the next contract year; approval will be at the discretion of the Human Resources Director.

# ARTICLE 16 – WAGES

<u>Section 1</u> - Each employee shall be evaluated annually, and if the employee earns an overall rating of less than satisfactory, the Human Resources Director by recommendation of the employee's direct supervisor may withhold the employee's step advancement the following July 1, if the employee is not already at step 4.

All evaluations will be completed by May 15<sup>th</sup> of each year. Any unsatisfactory evaluations will be grievable under the provisions of the grievance procedure.

<u>Section 2</u> - All employees working the night shift (any shift that begins at 2:00pm or after) shall receive a shift differential of fifty cents (\$.50) per hour added to the hourly rate for their hours worked, excluding vacation time which will be based on the normal hourly rate.

Section 3 - The following pay grids for employees will be in effect for the duration of the contract.

A. 2019-2020: Effective July 1, 2019, there shall no increase to the salary schedule in effect on June 30, 2019, nor shall there be any step advancement.

- B. 2020-2021: Effective and retroactive to July 1, 2020, there shall be a two and one-half percent (2.50%) increase to the salary schedule in effect on June 30, 2020, and step advancement per contract.
- C. 2021-2022: Effective and retroactive to July 1, 2021, there shall be a two and three-quarter percent (2.75%) increase to the salary schedule in effect on June 30, 2021, and step advancement per contract.
- D. 2022-2023 Effective July 1, 2022, there shall be a two and one-half percent (2.50%) increase to the salary schedule in effect on June 30, 2022, and step advancement per contract.

Wage Schedule: July 1, 2019 through June 30, 2023:

		7/1/2019	7/1/2020 2.50% GWI	7/1/2021 2.75% GWI	7/1/2022
Position	Step	No Increase	retro to 7/1/20	retro to 7/1/21	2.50% GWI
Maintenance					
Supervisor	Step 1	-	-	-	-
	Step 2	\$34.62	\$35.49	\$36.46	\$37.37
	Step 3	\$37.90	\$38.85	\$39.92	\$40.91
	Step 4	\$44.11	\$45.21	\$46.46	\$47.62
Licensed	Step 1	\$28.83	\$29.55	\$30.36	\$31.12
	Step 2	\$31.71	\$32.50	\$33.40	\$34.23
	Step 3	\$35.00	\$35.88	\$36.86	\$37.78
	Step 4	\$41.20	\$42.23	\$43.39	\$44.48
Skilled					
(not licensed)	Step 1	\$26.51	\$27.17	\$27.92	\$28.62
	Step 2	\$29.41	\$30.15	\$30.97	\$31.75
	Step 3	\$32.66	\$33.48	\$34.40	\$35.26
	Step 4	\$38.84	\$39.81	\$40.91	\$41.93
General					
Maintenance	Step 1	\$22.25	\$22.81	\$23.43	\$24.02
	Step 2	\$24.98	\$25.60	\$26.31	\$26.97
	Step 3	\$27.75	\$28.44	\$29.23	\$29.96
	Step 4	\$32.66	\$33.48	\$34.40	\$35.26
Custodian I					
(School Year)	Step 1	\$19.60	\$20.09	\$20.64	\$21.16
	Step 2	\$21.95	\$22.50	\$23.12	\$23.70
	Step 3	\$24.48	\$25.09	\$25.78	\$26.43
	Step 4	\$27.13	\$27.81	\$28.57	\$29.29
Custodian II				_	
(Floater)	Step 1	\$19.60	\$20.09	\$20.64	\$21.16

	Step 2	\$21.95	\$22.50	\$23.12	\$23.70
	Step 3	\$24.48	\$25.09	\$25.78	\$26.43
	Step 4	\$27.13	\$27.81	\$28.57	\$29.29
Custodian III	Step 1	\$22.64	\$23.21	\$23.84	\$24.44
	Step 2	\$24.98	\$25.60	\$26.31	\$26.97
	Step 3	\$27.60	\$28.29	\$29.07	\$29.79
	Step 4	\$29.91	\$30.66	\$31.50	\$32.29
Night Supervisor	Step 1	\$22.72	\$23.29	\$23.93	\$24.53
	Step 2	\$25.09	\$25.72	\$26.42	\$27.09
	Step 3	\$27.63	\$28.32	\$29.10	\$29.83
	Step 4	\$30.00	\$30.75	\$31.60	\$32.39
Head Custodian	Step 1	-	-	-	-
	Step 2	\$26.51	\$27.17	\$27.92	\$28.62
	Step 3	\$29.28	\$30.01	\$30.84	\$31.61
	Step 4	\$32.66	\$33.48	\$34.40	\$35.26
Full-Time					
Bus Drivers	Step 1	\$20.14	\$20.64	\$21.21	\$21.74
	Step 2	\$21.51	\$22.05	\$22.65	\$23.22
	Step 3	\$24.22	\$24.83	\$25.51	\$26.15
	Step 4	\$26.76	\$27.43	\$28.18	\$28.89
Part-Time	Î				
Drivers	Step 1	\$14.22	\$14.58	\$14.98	\$15.35
	Step 2	\$16.78	\$17.20	\$17.67	\$18.11
	Step 3	\$19.25	\$19.73	\$20.27	\$20.78
	Step 4	\$24.22	\$24.83	\$25.51	\$26.15
General Worker	Step 1	\$14.05	\$14.40	\$14.80	\$15.17
	Step 2	\$14.24	\$14.60	\$15.00	\$15.37
	Step 3	\$14.71	\$15.08	\$15.49	\$15.88
	Step 4	\$17.57	\$18.01	\$18.50	\$18.97
Assistant Cook					
(Charge Person)	Step 1	\$15.47	\$15.86	\$16.29	\$16.70
8 /	Step 2	\$16.88	\$17.30	\$17.78	\$18.22
	Step 3	\$18.37	\$18.83	\$19.35	\$19.83
	Step 4	\$20.00	\$20.50	\$21.06	\$21.59
Cook	Step 1	\$17.97	\$18.42	\$18.93	\$19.40
	Step 2	\$19.10	\$19.58	\$20.12	\$20.62
	Step 3	\$19.48	\$19.97	\$20.52	\$21.03
	Step 4	\$20.49	\$21.00	\$21.58	\$22.12
Manager	Step 1	\$24.29	\$24.90	\$25.58	\$26.22
<del>-</del>	Step 2	\$25.25	\$25.88	\$26.59	\$27.26
	Step 3	\$26.28	\$26.94	\$27.68	\$28.37
	Step 4	\$27.11	\$27.79	\$28.55	\$29.27

Cafeteria					
Supervisor	Step 1	\$27.03	\$27.71	\$28.47	\$29.18
	Step 2	\$27.98	\$28.68	\$29.47	\$30.20
	Step 3	\$29.02	\$29.75	\$30.56	\$31.33
	Step 4	\$29.83	\$30.58	\$31.42	\$32.20
IT Systems					
Engineer	NA	\$101,717.60	\$104,260.54	\$107,127.70	\$109,805.90
IT Systems					
Engineer	NA	\$93,071.74	\$95,398.53	\$98,021.99	\$100,472.54
IT Computer					
Technician	NA	\$67,157.69	\$68,836.63	\$70,729.64	\$72,497.88

<sup>\*</sup>Employees serving in the role of floating custodian shall generally be given a one (1) week notice prior to any shift change. The floating custodian will work a Monday through Friday schedule.

<u>Section 4</u> - The General Worker who is required to drive materials between schools shall receive a fifty cent (\$.50) per hour stipend added to his/her normal hourly rate of pay when assigned to such work.

# **ARTICLE 17 - INSURANCE**

<u>Section 1</u> - All employees regularly scheduled to work thirty (30) or more hours per week shall be eligible for the following benefits. Eligible employees shall choose the health insurance plan described in either paragraph A or paragraph B, below:

A. The Board shall provide a PPO Health Plan to all eligible employees who select this plan, as described in Appendix A entitled "Bloomfield PPO Plan Description".

Effective on July 28, 2021, the employee premium cost share shall be 16% and the employer cost share shall be 84%.

B. The Board shall provide a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) to all eligible employees who select this plan as described in Appendix B entitled "Bloomfield HDHP Plan Description".

Effective on July 29, 2021, the employee premium cost share shall be 12% and the employer cost share shall be 88%.

The HDHP annual deductible is \$2000 for an individual and \$4000 for the employee +1 or a family plan. The Board of Education will contribute fifty percent (50%) of the deductible into the employee's HSA. By written authorization of the employee the Board will prefund the employee's portion of the annual deductible into the employee's HSA on a pre-tax basis. Employee deductible amounts prefunded by the Board will then be deducted in equal amounts from the employees pay checks. The Board will pay set-up and monthly maintenance fees for employee HSA's. Employees will assume responsibility for all other transaction fees. Employees

not eligible for an HSA shall have the same percentage of their deductible funded by the Board through an HRA.

In Network Preventive Care Visits are paid 100% by plan with no deductible/payment obligation on the part of the employee. In Network diagnostic and treatment visits are subject to the annual deductible and shall be covered at 100% by the plan once the deductible has been met. Out of Network visits are subject to the annual deductible and once the deductible is met the employee pays 20% of the claims up to the out-of-pocket maximum, then the claims are covered 100% up to one million dollars.

- C. Cafeteria bargaining unit employees regularly scheduled to work less than thirty (30) hours per week shall be entitled to purchase any insurance benefits herein at the current group rates provided the employee pays 100% of the premium. The deductible cost for the HDHP plan shall be shared between the employee and the Board as described in paragraph B, above.
- D. Group Life Insurance Plan Employees have the option of purchasing twice their basic annual salary rounded off to the even thousand-dollar amount above the sum. The employee shall pay ten percent (10%) of the annual premium cost and the Board of Education shall pay the balance. Employees have the option of purchasing additional life insurance in the amount of their regular annual wages at their own cost.
- E. <u>Full Service Dental Plan</u> Including Rider A (Additional Basic Benefits), Rider B (Prosthetics), Rider C (Periodontics), Rider D (Orthodontics), and Unmarried Dependent Child Rider. The employee shall pay the same percentage toward the annual premium cost as noted Paragraph B, above and the Board of Education shall pay the balance.
- <u>Section 2</u> The Board shall have the option of changing medical and group insurance carriers provided the coverage is equal to or superior to the present coverage.

<u>Section 3</u> - All references in this 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 4 - The Board, under the Town Pension Plan, shall make available to each retired employee who retires after the effective date of this Agreement and his/her enrolled dependents, Major Medical, Blue Cross (hospitalization) and Blue Shield coverage or the Blue Cross/Blue Shield Century Preferred Plan (depending on which plan the employee was enrolled in at the time of retirement) as if the employee were still working. This coverage shall be provided from the day of retirement until the date upon which said employee becomes eligible for Medicare or some other national health insurance program or until age sixty-five (65) whichever is sooner, except that coverage will not be extended to retirees who are eligible to receive health or life insurance benefits of a comparable nature from or through another employer, and each retiree to be eligible for benefits hereunder shall declare whether he/she has such comparable coverage, annually and in writing. If no such written declaration is received, then the Board shall be permitted to drop the coverage on said retired employee after due

notice of such elimination of coverage is sent by the Board registered mail, return receipt requested. The Board shall pay one hundred percent (100%) of the individual premium for the retiree and their dependents' coverage. It shall be incumbent upon the employee to provide said statement and no demand need be made by the Board, save for the form to be sent by the Board to the said employee advising said employee of his/her obligation to do so declare.

In addition to certifying that said employee has not received any additional insurance coverage, employee must verify annually that he/she has not become eligible for comparable coverage on an annual basis, or absent this declaration, the Board may discontinue coverage.

This section is for informational purposes only. Full explanation of retiree insurance is outlined in the Town of Bloomfield's Retirement Income Plan.

### **ARTICLE 18 – PENSION**

All bargaining unit members hired prior to July 1, 2006, shall have the option to be covered by the Town of Bloomfield Pension Plan. All new members hired on July 1, 2006, and after, are required to participate in the Town of Bloomfield Pension Plan in accordance with the provisions of the Plan.

Upon creation of a new defined contribution pension plan by the Bloomfield Board of Education, the Union agrees that bargaining unit members hired on or after a future date, which shall be agreed to by the parties, shall only be eligible for the newly created Board of Education defined contribution pension plan. All bargaining unit members participating in the Town of Bloomfield defined benefit pension plan prior to the aforementioned agreed to date shall be grandfathered in the Town's defined benefit plan through the duration of their employment with the Board. Further, the Union reserves the right to enter into pension negotiations with the Board of Education prior to implementation of a Board of Education pension plan.

#### **ARTICLE 19 - DISCIPLINE/PERSONNEL FILES**

<u>Section 1</u> - Every employee shall have the right to see and review his/her personnel file by appointment with the Assistant Superintendent of Schools. This right shall be used, on a reasonable basis.

<u>Section 2</u> - Copies of any evaluation reports placed in the employee's personnel file shall be given to the employee.

# <u>Section 3</u> - Disciplinary Process:

- A. All disciplinary actions shall be for just cause and shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied.
- B. All suspensions and discharges must be stated in writing with the reason given and a copy provided to the employee at the time of suspension or discharge. A copy shall also be forwarded to the Union at the time it is provided to the employee.

- C. \*Serious misconduct shall be grounds for immediate suspension or discharge and need not follow the procedures listed in Section D below. Examples of serious misconduct include but are not limited to: theft; moral turpitude; insubordination; falsification of time card.
- D. Disciplinary actions shall include the following and shall follow in this order except as noted in Section C, above, as serious misconduct.
  - 1. Verbal discussion of problems
  - 2. Written warning
  - 3. Suspension without pay
  - 4. Termination

\*C & D do not apply to the employees in the IT Department

<u>Section 4</u> - The Board of Education shall, as soon as possible, notify the Union in writing of any discharge, dismissal, or any disciplinary action, and the reason or reasons for such action.

<u>Section 5</u> - The Board shall provide copies of all materials in the file upon request of the employee. The Board shall provide no more than two (2) copies of an employee's personnel file per year. Employees may request that the Board correct, amend, or delete incorrect or inaccurate material. Failing mutual agreement, the employee shall have the right to respond, and it shall be made part of the file. No separate active personnel file shall be maintained other than the one subject to employee inspection.

### **ARTICLE 20 - GENERAL PROVISIONS**

Section 1 - Workers' Compensation - The Board shall have the right to demand an examination every three (3) months of said employee and the employee so injured shall be required to have his own compensation doctor furnish the Board a statement saying that he/she cannot come back to work in the medical opinion of said doctor. It is further agreed that in the event that said employee can return to work in a limited capacity, he/she must so return to work once certified by his compensation doctor. In the event that any employee shall fail to furnish the certification as specified above or shall fail to submit to the quarterly examinations which the Board may require, then in that event, that employee shall lose any additional workers' compensation benefits to be paid by the Board and shall be limited in his/her recovery to only those benefits payable under the workers' compensation act.

<u>Section 2</u>–Employees in the bargaining unit shall be paid bi-weekly. All employees shall be paid via direct deposit. Ten-month employees shall be paid bi-weekly over twenty-two (22) pay periods per year.

<u>Section 3</u> - If any Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

<u>Section 4</u> - Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that said employees have enjoyed heretofore, except those specifically abridged or modified by this

# Agreement.

- <u>Section 5</u> \*If an employee is assigned to perform work in a higher classification, the employee so assigned will be paid at the rate for that higher classification at the step next above his/her normal pay for the period so assigned.
- \* Section 5 does not apply to the employees in the IT Department
- <u>Section 6</u> The Board of Education shall provide copies of the Agreement in sufficient numbers for the membership to the Union President.
- <u>Section 7</u> In the event that a vacancy is to be filled, every attempt must be made to fill such vacancy within sixty (60) calendar days of the date that a particular position has been vacated, and when a new position has been created, within one hundred twenty (120) calendar days from the date that such new position has been created.
- <u>Section 8</u> Whenever possible, all notices received by the Board of Education concerning member training will be posted.
- <u>Section 9</u> All members of the various classifications shall be paid at a 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 the next higher rate of pay, not less than one (1) full step, over which he/she was receiving at the lower classification.
- <u>Section 10</u> \*The Bloomfield Board of Education shall reimburse members of the bargaining unit for any costs incurred in receiving flu shots in the winter and poison ivy shots in the spring from the municipal health department or equivalent medical office.
- \* Section 10 does not apply to the employees in the IT Department
- <u>Section 11</u> When the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine, and the singular shall include the plural and the plural the singular.
- <u>Section 12</u> If there is any previously adopted personnel policy, rule or regulation of the Board of Education which is in conflict with any provision of this Agreement, said Agreement provision shall prevail during the term of this Agreement.
- <u>Section 13</u> When an employee is required to use his/her own motor vehicle to perform Board of Education business or attend conferences at the direction of the Superintendent or his/her designee, he/she shall be reimbursed on the basis of the then current IRS rate per mile traveled.
- <u>Section 14</u> Any employee who is required by the Board of Education to attend any training or conferences shall be reimbursed for the reasonable expenses associated with said training or conference.
- Section 15 \*Except when deemed inappropriate to do so by the Superintendent in his sole discretion,

it shall be the policy that the Superintendent or his/her designee will not investigate or take action on a complaint concerning a member of the bargaining unit made by a member of the public until a signed and written complaint that includes a particular description of the acts complained of and names and addresses of witnesses, if any, has been submitted. Within twenty-one (21) days, an investigation may be initiated by the Superintendent, if in his/her determination it is warranted. In all cases, the decision of the Superintendent regarding whether to follow this procedure shall be final and shall not be subject to the grievance procedure.

• \*Section 15 does not apply to the employees in the IT Department

<u>Section 16</u> - The Board will adopt an Internal Revenue Code Section 125 Pre-Tax Conversion Account for employee premium contributions. Additionally, the Board will adopt Internal Revenue Code Section 105, 106, and 129. The Internal Revenue Codes and their implementing regulations shall govern the administration of these Plans.

Section 17 - \*The Board will allocate \$3,000 for the purpose of reimbursing employees for vandalism to their cars while on school duty whether or not the car is covered by insurance. Any employee who wishes to file a claim for reimbursement under this paragraph must notify the Business Office by the end of the school day immediately following the incident giving rise to the claim. All reimbursements for car vandalism will be held until the end of the school year at which time reimbursement will be made in full if the amount allocated is sufficient for such purpose. Otherwise, prorated reimbursement will be made according to the demands made on the fund. It is agreed that an employee filing for reimbursement for automobile vandalism will provide a statement that no claim is filed with the employee's insurance carrier for reimbursement, except for any deductible that is not covered by the carrier.

• \* Section 17 does not apply to the employees in the IT Department

# **ARTICLE 21 – DURATION**

Section 1 - The effective date of this Agreement shall be July 1, 2019, and it shall remain in effect until June 30, 2023. This contract shall, after that date, remain in effect during negotiations until agreement is reached and signed to modify this Agreement.

At least one hundred and twenty (120) days before the expiration date of this contract, the parties agree to meet and begin to discuss a new Agreement.

The parties may, by mutual agreement, modify any terms and/or conditions of employment in this Agreement. Such change(s) shall be reduced to writing, signed by the parties, and provided to all members of the bargaining unit.

IN WITNESS WHEREOF, the Undersigned have set their hands and seals this 3rd day of August, 2021.

Donald F. Harris, Jr. Chairperson

9/13/202

Kevin E. Boyle Jr. President, UPSEU

Dr. James Thompson, Jr. Superintendent of Schools

9/10/2021

odian Walker- President DSEU Local #424 –12

9/14/2021