

**BROOKFIELD
BOARD OF EDUCATION
AND
CUSTODIAL UNION
CSEA/SEIU, LOCAL 2001, CTW
A G R E E M E N T**

JULY 1, 2013 THROUGH JUNE 30, 2017

CUSTODIAL AGREEMENT

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	GENERAL	1
ARTICLE III	BOARD OF EDUCATION RIGHTS.....	1
ARTICLE IV	DUES AND AGENCY FEE DEDUCTIONS	2
ARTICLE V	NON-DISCRIMINATION	3
ARTICLE VI	UNION MEETINGS ON SCHOOL PROPERTY	3
ARTICLE VII	VISITATION CLAUSE	3
ARTICLE VIII	EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS.....	3
ARTICLE IX	NO STRIKE.....	3
ARTICLE X	HOURS AND WORKING CONDITIONS.....	3
ARTICLE XI	SALARY, PAY RATES & LONGEVITY	5
ARTICLE XII	TRAVEL ALLOWANCE	5
ARTICLE XIII	GRIEVANCES	5
ARTICLE XIV	INSURANCE BENEFITS	8
ARTICLE XV	FAMILY AND MEDICAL LEAVE	11
ARTICLE XVI	SICK LEAVE, WORKERS' COMPENSATION AND PAID TIME OFF	12
ARTICLE XVII	HOLIDAYS	14
ARTICLE XVIII	JURY DUTY	14
ARTICLE XIX	LEAVES WITHOUT PAY.....	15
ARTICLE XX	PENSION PLAN	15
ARTICLE XXI	RETIREMENT BENEFIT	15
ARTICLE XXII	RESIGNATIONS	16
ARTICLE XXIII	SEVERABILITY	16

ARTICLE XXIV	TERMINATION/DISCIPLINE.....	16
ARTICLE XXV	SENIORITY	16
ARTICLE XXVI	LAY OFF.....	17
ARTICLE XXVII	RECALL.....	17
ARTICLE XXVIII	VACANCIES AND/OR NEW POSITIONS.....	17
ARTICLE XXIX	PERFORMANCE EVALUATION.....	17
ARTICLE XXX	CONTRACT DURATION	17
ARTICLE XXXI	HOLDOVER CLAUSE.....	18
APPENDIX "A"	Salary Schedule.....	19
APPENDIX "B"	Insurance Benefit Summary	

CUSTODIAL AGREEMENT

ARTICLE I - RECOGNITION

- A. The Brookfield Board of Education (the Board) hereby recognizes the CSEA/SEIU, Local 2001, CTW (the Union) as the exclusive bargaining agent for the Brookfield School Custodians who are employed by the Board at least 20 hours per week, for the purpose of collective bargaining on matters of wages, hours of employment and other conditions of employment. Said recognition is in keeping with Connecticut State Board of Labor Relations under the recognition agreement signed on February 2, 1987 under Case No. 10,362.
- B. The Union accepts such recognition and agrees to represent equally all employees without regard to membership or participation in, or association with, the activities of the Union or any other employee organization and to continue to admit to membership without qualification other than payment of dues and employment by the Board.
- C. It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of work in the school district and provide for orderly professional negotiations between the Board and the Union and secure prompt and fair disposition of grievances so as to promote a good influence upon the operation of the school program.

ARTICLE II - GENERAL

Whenever the female form or the masculine form of any pronoun is used in this Agreement, it is understood that the reference includes both female and male.

ARTICLE III - BOARD OF EDUCATION RIGHTS

- A. The Union recognizes that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Brookfield in all its aspects, including but not limited to the following: to assign all work to employees or other persons; to select, hire, demote and promote employees; to transfer and layoff employees; to determine work schedules and hours of work; to establish and continue policies, practices and procedures for the conduct of business and the management of operations; and, from time to time, to change or abolish such policies, practices or procedures. These rights, responsibilities and prerogatives shall not be exercised in a manner inconsistent with or in violation of the specific terms or provisions of this Agreement.

- B. The Board agrees that outside contractors shall not be utilized to perform any work designated to employees within the bargaining unit for the duration of this contract.

ARTICLE IV - DUES AND AGENCY FEE DEDUCTIONS

- A. During the life of this agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.
- B. Union dues shall be deducted by the Board from the paycheck of each employee who signs and remits to the Board a membership authorization form. Such deduction shall be discontinued upon written request of an employee, who no longer wishes to be a member, thirty (30) days in advance.
- C. Notwithstanding the above, any employee who, within thirty (30) days after initial employment in the bargaining unit covered by this Agreement fails to become a member of the Union, or any employee whose Union membership is terminated for any reason, or any employee who resigns from Union membership, shall be required to pay an agency service fee according to section D hereafter.
- D. Absent a membership authorization form, the Board shall deduct the agency fee from the paycheck of each employee who is required to pay such fee, as a condition of employment, each month toward the cost of the administration and negotiating of this Agreement and servicing of grievance provisions. Objection to this section by a non-union employee may be made in writing to CSEA/SEIU, Local 2001, CTW for review.
- E. The amount of dues or agency service fee deducted under this article, together with a list of employees, shall be remitted to CSEA/SEIU, Local 2001, CTW no later than the last day of each month in which dues and fees are collected. A list of employees with their deductions shall be provided upon request.
- F. The Union shall indemnify and hold the Board harmless against any liability, claim or cost which may arise by reason of any action taken by the Board in complying with the provisions of this Article.
- G. This article shall be in effect only so long as CSEA/SEIU, Local 2001, CTW is the sole and exclusive bargaining representative for the employees covered by this Agreement.
- H. The Board further agrees to deduct from the pay of any employee who voluntarily authorizes in writing such deductions to a Political Action Organization Fund up to one dollar (\$1.00) per pay period.

ARTICLE V - NON-DISCRIMINATION

The Board shall not discriminate against employees in ways prohibited by federal and state employment and labor laws.

ARTICLE VI - UNION MEETINGS ON SCHOOL PROPERTY

The Union may call meetings in each school before or after school or during lunch whenever necessary, provided that such meetings are approved in advance by the Superintendent of Schools or his designee and do not conflict with other scheduled school activities or programs or interfere with school operations.

ARTICLE VII - VISITATION CLAUSE

A duly authorized officer or union representative may secure permission to enter the Board's premises for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to. The union representative shall request such a visit from the Superintendent of Schools or his designee but shall in no way interfere with the normal operation and procedure of business.

ARTICLE VIII - EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS

- A. Employees desiring to review their official personnel folders will be permitted to do so by making an appointment through their immediate supervisor.
- B. The employee will be afforded the opportunity to put on record any statement he/she wishes to make about information contained in the mentioned folders.

ARTICLE IX - NO STRIKE

Pursuant to Section 7-467 of the Connecticut General Statutes (Municipal Employees Relations Act), all employees included in this Agreement shall not hinder the Board's operation by strike or work stoppage and the Board shall not pursue lock-out tactics in any part of its operation.

ARTICLE X - HOURS AND WORKING CONDITIONS

- A. The normal work day for all employees shall be eight (8) hours which shall not include a one-half hour unpaid lunch period. Where annual salaries are used as examples in the Agreement, they are based on 2,080 hours. Summer work hours shall be determined at the discretion of the Supervisor of Buildings.

B. The base hourly rate assigned to a step within a classification will be used for the payment of all hours worked except as noted herein.

1. An additional \$.60 per hour will be paid only to custodians on the Custodian salary scale who are assigned to a late shift commencing after 12:00 noon, for such hours as correspond to normal work hours.
2. For hours worked over 40 hours per week, time and one-half will be paid for such overtime. Holidays and sick time shall be considered in the calculation of hours worked. The late shift rates of \$.60 differentials in (1) above shall be included in the determination of time and one-half.
3. Unless school is in session on the Holiday employees shall be paid two times their regular hourly rate for work performed on Sundays and Thanksgiving, Christmas, New Years', Labor Day, Memorial Day and Independence Day (plus Holiday pay) and time and one-half (plus Holiday pay) for work performed on the remaining Holidays, with a minimum of (3) hours. This provision does not apply when the employee's regularly scheduled work week includes Sunday or Sunday work does not result in a work week in excess of 40 hours.
4. Newly hired employees will serve a six (6) month probationary period at the new hire rate. During the probationary period, the employee may be terminated without recourse to the grievance procedure.
5. Employees who are scheduled to work all night during the school graduation party shall be paid a one-time additional stipend of \$50, as well as their contractual wages.
6. The Board shall supply, at no cost to the employee, the following items:
 - a. latex gloves
 - b. wrap around non-prescription safety glasses
 - c. back support belt

These items shall be replaced on an "as-needed" basis, bearing in mind reasonable wear and tear.

The Board shall reimburse each custodian up to one hundred fifty dollars (\$150.00) per year for work related foul weather clothing expenses, such as but not limited to, rain gear, boots, winter gloves.

7. The following schedule shall be followed for call backs once the employee has left work from his normal working hours. Said schedule shall be used for, but not limited to, alarm call backs; etc.

Three hour (3) minimum at time and one half (1.5x) Monday through Saturday. Three hour (3) minimum at double time (2x) Sundays and Holidays. If the call-back occurs on a holiday, holiday pay pursuant to paragraph 3 above shall apply.

ARTICLE XI - SALARY, PAY RATES & LONGEVITY

- A. Salary. The Custodian Salary Scale for the years 2013-14, 2014-15, 2015-16 and 2016-17 shall be that set forth in Appendix "A" attached hereto.
- B. Longevity of Service. Employees earn longevity payments for years of completed service as an active employee in the bargaining unit according to the following schedule:

10 years through 14 years - \$500
15 years or more - \$1,500

Such payments shall be made no later than fifteen (15) days after his or her anniversary date in the bargaining unit.

- C. When annual salary information is used in the negotiation sessions or in the Agreement itself, it is understood that such reference was and is for the purpose of comparison only and should in no way be considered an annual salary, guaranteed or otherwise.

ARTICLE XII - TRAVEL ALLOWANCE

Reimbursement for mileage shall be provided at the prevailing IRS rate per mile to each bargaining unit employee who utilizes their vehicle for Board business.

ARTICLE XIII - GRIEVANCES

- A. Definition: A grievance shall mean a complaint by a custodian that there has been a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of any provision of this Agreement, except that the term grievance shall not apply to:
1. any matter for which a method of review is prescribed by law; or
 2. any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

- B. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to problems which may arise, from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Procedure: Since it is important that grievances be processed as rapidly as possible, the number of working days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement in writing.

Optional Informal Solution: Any employee considering himself or herself aggrieved may first discuss the matter informally with the head custodian or his or her non-bargaining unit supervisor for the purpose of resolving complaints on an informal basis, but such informal process shall not impact the grievance timelines.

Section 1. Level One - Building Principal

The grievant shall present his or her grievance in writing to the Building Principal setting forth the grounds upon which the grievance is based and the suggested remedy sought. Such grievance must be filed within ten (10) working days of the occurrence, or the date the member should have known of the occurrence, or the conditions giving rise thereto. The principal shall respond to the grievance in writing within ten (10) working days of the receipt of the grievance.

Section 2. Level Two - Supervisor of Buildings

In the event that the grievance is not resolved at Level One, or in the event that no decision has been rendered within ten (10) working days after receipt of the grievance by the Building Principal, the employee shall file a written grievance with the Supervisor of Buildings within five (5) working days after the decision at Level One or fifteen (15) working days after the grievance was presented to the Principal, whichever is sooner. The Supervisor of Buildings shall respond to the grievance in writing within twenty (20) working days of receipt of the grievance.

Section 3. Level Three - Superintendent

If not resolved at level two, the grievance shall be sent by the Union member in writing to the Superintendent of Schools within five (5) working days after the decision at Level Two, or fifteen (15) working days after the grievance was received by the Supervisor of Buildings, whichever is sooner. The Superintendent shall respond to the grievance in writing within twenty (20) working days of receipt of the grievance.

Section 4. Level Four – Board of Education

If not resolved at level three, the grievance shall be sent in writing to the Board by the Union member within ten (10) working days, or twenty (20) working days after the grievance was received by the Superintendent, whichever is sooner.

The Board shall hear the grievance within 30 working days or at their next regular meeting after receiving the grievance from the Union member, whichever is later, and shall render a decision in writing within twenty (20) working days of hearing the grievance. The Board shall notify the grievant and the Union of the hour and place of hearing. The grievant and the Union shall be entitled to be present at such hearing and each shall have the right to present at such hearing further statements supplementing their position.

Section 5. Level Five - Arbitration

If not resolved at level four, the grievant shall, within ten (10) working days from the Board's decision, submit the grievance to the Union representative to submit his/her grievance by arbitration to the CT State Board of Mediation and Arbitration in accordance with the provisions of Section 7-472 of the CT General Statutes. The decision of the arbitrator shall be final and binding on all parties.

Section 6.

In the event the Union Representative shall be of the opinion that an employee's grievance is without merit, the Union shall not be required to process the matter any further and he/she shall so inform the employee filing the grievance and the Board. There shall be no liability imposed thereby upon the Union or the Board.

Section 7.

It is the custodian's decision whether or not to include the Union representatives in accordance with Section 7-468 of the Connecticut General Statutes in any or all of the aforementioned levels except Level Five, Arbitration.

Section 8.

Nothing herein shall preclude the parties from utilizing the services of a State Mediator in an attempt to settle the grievance prior to going to Arbitration.

ARTICLE XIV - INSURANCE BENEFITS

- A. The Board shall provide individual, two-person or family health insurance coverage for each full-time employee who wishes to participate as set forth below.

1. For the period of July 1, 2013 through June 30, 2015 the Board shall offer medical coverage with the following benefits, co-payments and deductibles:

a. In Network:

- Full hospitalization \$200 co-pay per admission
- Unlimited home and office including preventative care- \$30.00 co-payment per visit
- Full emergency room coverage- \$75.00 co-payment
- Full out-patient surgery facility- \$200 co-payment

b. Out-of-Network:

- Annual deductible- \$200 individual, \$400 two-person, \$500 family
- 80%-20% co-insurance provision whereby 80% of the first \$2,000 of covered services for an individual and 80% of the first \$4,000 of covered services for two-persons and a family, after the deductible, shall be paid by the Board. The balance shall be paid by the employee.
- Covered services are paid at 100% after the deductible and co-insurance amounts have been satisfied, except that out-patient nervous/medical care at 50% up to \$2,000 per calendar year.
- The 80% and 100% payments are based on the insurance carrier's fee schedules for covered services.

c. Covered services to a lifetime maximum of \$1,500,000 per person

2. A 3-Tier formulary managed prescription drug plan with the following features:

- a. annual maximum of \$500 per year per person,
- b. \$10 co-pay for generic drugs
- c. \$20 co-pay for preferred brand drugs
- d. \$30 co-pay for non-preferred brand drugs
- e. 2 X above co-pays for mail order
- f. Retail pharmacy dispensing maximum is the lesser of a 30 day supply or 100 unit doses
- g. Voluntary mail order dispensing is 31-90 day supply

3. Effective July 1, 2015 the Board shall replace the Comprehensive Mix Plan set forth in sections 1 and 2 above with the HDHP/HSA (\$2000/\$4000 deductible) as

described in Appendix B, with the Board contributing 45% of the deductible costs to each employee's HSA and the employee paying 12% of the premium costs. During the 2015-2016 year only, employees may elect to receive benefits under the Comprehensive Mix Plan, provided that those who elect to do so shall be responsible for paying 100% of the extra premium costs above the premium costs the Board contributes on behalf of employees who elect benefits under the HDHP/HSA. Employees hired following ratification of this settlement shall not have the option to elect to "buy up" to the Comprehensive Mix Plan during 2015-2016.

Effective July 1, 2016 the HDHP/HSA (\$2000/\$4000) shall be the only plan offering and the Board will contribute 40% of the deductible costs and employees shall pay 13% of the premium costs.

4. Dental coverage with the following features: Diagnostic and preventive services payable at 100%. \$50 Individual and \$100 Family deductible per calendar year shared between Basic and Major services. Basic services payable at 80% and subject to deductible. Major services payable at 50% and subject to deductible. Maximum of \$1,200. Per person per calendar year.
5. Annual premium sharing will be made by the custodian through payroll deduction of 21 equal payments, whereby the employee will contribute the following sums toward premium costs of medical and dental coverage:

Employee premium share:

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
Comprehensive Mix:	7%	7% / *11%	**	NA
HDHP/HSA:	NA	NA	12%	13%

These premium share rates shall be based on the allocation rates if self-insured or premium rates if fully insured, in effect on July 1st of each year of the contract.

Effective July 1, 2013, employee premium cost share for the Open Access Plus "Comprehensive Mix" Plan shall be seven percent (7%). Effective July 1, 2014, employee premium cost share for the plan shall be seven percent (7%).*Effective upon ratification of this agreement, employee premium cost share for the plan shall be eleven percent (11%). **Effective July 1, 2015 those employees electing benefits under the Comprehensive Mix Plan shall be responsible for paying 100% of the extra premium cost above the premium costs the Board contributes on behalf of employees electing benefits under the HDHP/HSA plan.

6. Custodial employees wishing to participate in the medical insurance program must complete and sign a participation agreement and payroll deduction form.

7. The Insurance coverage shall be provided by the Board and the provided plan must be fully complied with by Union members and health benefit participants. All applicable disincentives and penalties will be enforced. A summary of the benefit plan shall be provided for informational purposes.
 8. The Board shall adopt an I.R.S. Section 125 Plan for Board provided health benefit premium sharing. This plan shall be part of one (1) Brookfield School District-wide plan. I.R.S. regulations shall govern the administration of this plan. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union or any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members, employees or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.
 9. Administration of Claims. If a medical insurance claim has not been processed within twenty-one (21) days of the date the claim was filed, the custodian may notify the Board's business office which shall provide assistance in the processing of the claim. The individual(s) who shall assist the custodians in this regard shall be agreeable to the Union. This provision is not subject to Article XIII (Grievances) of this Agreement.
 10. Hospital Bill Review. Each custodian and each covered dependent, upon release from any hospital, shall request from the hospital a detailed bill. Upon receipt of the detailed hospital bill, each custodian and/or custodian's dependent shall carefully review all charges contained in said bill and shall promptly notify the Board's business manager and the hospital of any inaccuracies or overcharges. Upon correction of the bill by the hospital, the custodian shall be paid a health cost savings reward equal to twenty-five (25%) percent of the total amount of reduction in the hospital bill. Employees shall not be disciplined for failure to comply with this provision.
- B. Long Term Disability Coverage. Eligible custodial employees who become totally and permanently disabled are entitled to monthly benefit payments equal to sixty-six and two-thirds percent (66-2/3%) of the monthly salary in effect on the custodian's last day worked (i.e., the then current annual salary divided by twelve) up to a maximum benefit payment of \$2,500 per month. Benefit payments to eligible employees will begin after the expiration of six (6) months following the employee's last day worked. The specific terms and conditions of the plan are set forth in disability insurance contracts which may be reviewed at the office of the Superintendent.

- C. The Board will pay 100% of the cost of Group Life Insurance coverage for each full-time custodian in the amount of \$25,000.
- D. If the Board wishes to change any of the carriers or administrators of the benefits listed in this Article, it must provide a plan with coverage comparable to, or better than the coverage described in this Article and a network that includes at least 80% of the current network providers in Fairfield and Litchfield counties. The Union shall be consulted regarding any proposed insurance carrier change and the Board will provide to the union, upon request, an analysis of the similarities and differences between the current and proposed carriers in order to substantiate that the two are comparable. Any dispute regarding "comparable or better" coverage shall be resolved in accordance with Article XIII, Level Four (Arbitration) before the American Arbitration Association ("AAA") in accordance with AAA Labor Dispute Resolution Rules, prior to implementation of any such change, provided the union files for arbitration within ten (10) working days of being provided the insurance comparisons by the Board. No change in carrier for a specific type of coverage will be made more frequently than once in any two-year period. The foregoing provisions apply to unilateral changes in carriers by the Board. Notwithstanding any provision of this Agreement to the contrary, the Board may reopen no more than twice during the contract term the subject of medical and health insurance, including plan design, premium share, co-pays, and other aspects of the plan. Negotiations pursuant to the reopener shall be subject to the mid-stream negotiation process set forth in Section 7-467, et seq., of the Connecticut General Statutes.

ARTICLE XV - FAMILY AND MEDICAL LEAVE

As outlined in Board Policy # 4152.6, the Family and Medical Leave Act (FMLA) provides up to 12 weeks of unpaid, job-protected leave on a rolling twelve month basis to eligible male and female employees for certain family and medical reasons, including:

- To care for an employee's child after birth
- Following placement of a child with an employee for adoption or foster care
- To care for an employee's immediate family member (spouse, child or parent) who has a serious health condition; and
- For an employee's own serious health condition that makes him/her unable to perform the essential functions of his/her job

Such leave will run concurrently with all accrued leave (sick, paid time off) to the extent that the employee has accrued those days.

Temporary disability due to pregnancy will be treated as any other short term disability and in accordance with state and federal law.

Please see Board Policy # 4152.6 for additional information.

ARTICLE XVI - SICK LEAVE, WORKERS' COMPENSATION AND PAID TIME OFF

Provision for absences due to illness or other emergencies serve not only the welfare of the individual but the school system as well. However, the success of a sound policy requires the staff members act in a responsible manner regarding absences. Benefits granted under this policy should never be construed as "time off" due the employee, to be taken without just cause.

A. Sick Leave

1. Sick Leave. Sick leave shall not be considered as an entitlement, which an employee may use at his/her discretion. An employee may be absent from work with pay only during such period as actual illness or injury prevents him/her from performing his/her duties. Each full-time custodial employee of the Brookfield School System shall be allowed fifteen (15) days sick leave with full pay each year and cumulative to no more than one hundred fifty (150) days. Full-time custodial employees hired after July 1 in any year, shall be allowed 15 days sick leave with full pay each year, pro rated from their date of hire to June 30 of the following year. A custodian who starts the year with a 150 day accumulation of sick leave shall not be reduced below 150 days at year end if the custodian does not use more than 15 sick days during the school year.
2. Absence due to illness from a communicable disease peculiar to childhood shall not be deducted from sick leave if, in the opinion of the school physician, the disease was contracted in the school.
3. The Supervisor of Buildings may request medical documentation to support claims of illness lasting three (3) or more consecutive work days, or when abuse of sick leave is suspected.

B. Workers' Compensation

If an employee is absent as a result of injuries incurred in the performance of his/her duties, and is eligible to receive Workers' Compensation lost time benefits, any difference between such benefits and the employee's regular weekly pay shall be made up from the employee's accumulated sick leave on a pro-rated basis until such sick leave is exhausted. In the event available sick leave has been exhausted, however, the period during which the salary is made up shall in no case be less than 5 weeks if the employee has less than five years of service in the Brookfield School System, or 8 weeks if the employee has five years or more of service in the Brookfield School System.

- C. If a custodian has not used any sick days during the course of a single fiscal year, he or she will be granted one extra paid time off day.

D. Paid Time Off

1. Full-time custodians with less than one year continuous service shall accrue one day per month worked of paid time off from their date of hire to June 30th, to a maximum of 10 days for that first year of employment.
2. After one full year of continuous full-time service in the bargaining unit, the employee shall be entitled to thirteen (13) paid time off days in the succeeding fiscal year.
3. After five full years of continuous full-time service in the bargaining unit, the employee shall be entitled to eighteen (18) paid time off days in the succeeding fiscal year.
4. After ten full years of continuous full-time service in the bargaining unit, the employee shall be entitled to twenty-three (23) paid time off days in the succeeding fiscal year.
5. All bargaining unit members shall be entitled to use earned paid time off, not to be deducted from accumulated sick leave, for any of the following reasons:
 - a. Vacation
 - b. Marriage (Self, children, parents, siblings and siblings of spouse).
 - c. Religious holidays which occur while school is in session (with at least one week prior notice)
 - d. Non-FMLA qualifying illness in the immediate family.
 - e. Death in the family
 - f. Attendance at graduation exercises (Self, spouse, son, daughter).
 - g. Personal legal matter.
 - h. Other emergency and/or legal reason as approved by the Superintendent.
6. Paid time off must be used in the fiscal year it becomes available and may not be carried over from year to year, EXCEPT THAT upon written request to the supervisor before June 30 in any given fiscal year, up to three (3) PTO days may be carried over into the following fiscal year, provided that these days must be used by September 30 of that following fiscal year, with approval of the employee's supervisor in accordance with Paragraph 7 below. Such approval shall not be withheld for arbitrary or capricious reasons.

Additional exceptions to the "no carry over" rule may only be granted by the Board, or its designee, based on extraordinary situations, such as, but not limited to, long workers' compensation periods, and extended sick leave periods, when days could not be taken.

7. All paid time off shall be requested and arranged so as to ensure maximum building coverage and efficient school operations and must be approved by the administration in advance, except in the case of an emergency. Requests for paid time off will not be denied for arbitrary or capricious reasons.
8. Any employee hired on or after July 1, 2014 may take paid time off in the year it is earned rather than in arrears as is the current practice.

ARTICLE XVII - HOLIDAYS

- A. The custodial staff shall receive the following paid holidays (14):

New Years Day	Veterans' Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas
Labor Day	Martin Luther King Day

If school is in session on any of the above referenced holidays then employees shall receive a floating holiday in lieu of such holiday.

- B. Holidays during the school year will be observed according to the official school calendar. When a holiday occurs during the paid vacation of any employee, the custodian will receive the holiday and the day shall not be deducted from paid time off.

ARTICLE XVIII - JURY DUTY

- A. Any employee called for jury duty shall promptly notify the Supervisor of Buildings. The Supervisor of Buildings shall decide whether or not the duty will interfere with the school program seriously enough to warrant a request for exemption or postponement. If desirable, the Superintendent of Schools will make such a request in writing to the proper authorities.
- B. If the employee performs jury duty, for the first thirty (30) workdays, his salary shall be continued in an amount which, when added to the amount he receives in jury duty fees, will equal his full salary. This leave shall not be deducted from the employee's accumulated leave.
- C. When an employee who reports for jury duty is dismissed from jury duty for the day, the employee shall report back to his building if the dismissal from jury duty occurs early enough to provide for at least one-half a day in the employee's building.

ARTICLE XIX - LEAVES WITHOUT PAY

- A. Leaves of absence without pay may be requested for the following reasons:
 - 1. Health, subject to recommendation of a licensed physician.
 - 2. Other personal reasons, subject to review.
 - 3. Extreme personal hardship, such as illness of spouse or legal dependents.
- B. Application for unpaid leave of absence must be in writing and include the reason(s) and length of time requested. An approved unpaid leave shall expire automatically at the expiration date indicated in the application. Any extension of an unpaid leave shall require Board approval.
- C. It is expected that unpaid leaves, as far as possible, will be arranged to begin or end at the close of a school year.
- D. Accumulated seniority shall not be lost during an approved leave. No additional seniority shall accrue during the leave.
- E. Employees returning from an approved leave shall re-enter at the same pay level they would normally be at had they not taken such leave.
- F. Health insurance benefits shall be made available to an employee on an approved unpaid leave of absence, at group rates, but at the employee's own expense.
- G. All unpaid leaves of absence are subject to the approval of both the Superintendent of Schools and the Board.

ARTICLE XX - PENSION PLAN

- A. Employees are participants in and covered by the current "Town of Brookfield Pension Plan for Employees". Pension eligibility and benefits are governed by the rules of the plan. Employees shall be provided with a summary plan description upon eligibility.

ARTICLE XXI - RETIREMENT BENEFIT

- A. Any currently employed custodian who has a least twelve (12) years of continuous full-time service in the Brookfield School System shall, upon termination of employment, receive compensation for all unused and accumulated sick leave which, in any event, shall be not be more than one hundred (100) days, at the rate of thirty (\$30) dollars per accumulated day.

- B. Upon retirement, the Board will provide retirees with an option to continue his or her medical insurance coverage until the retiree receives health benefits under Medicare or is eligible to receive such benefits. During retirement, the retiree's insurance plan will be subject to any plan changes made to active employees' plan. The retiree will pay 100% of the monthly COBRA rate for the medical insurance benefits.

ARTICLE XXII - RESIGNATIONS

- A. Written notice of resignation shall be filed with the Superintendent of Schools at least two (2) weeks in advance of separation. This notice should include a statement of the reasons for this action.

ARTICLE XXIII - SEVERABILITY

- A. In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE XXIV - TERMINATION/DISCIPLINE

- A. The Board agrees that it will act in good faith and for just cause in the dismissal/discipline of any non-probationary employee. "Discipline" means a written reprimand, suspension or discharge.
- B. A copy of any written reprimand or more severe discipline will be placed in the employee's personnel file and copies shall be furnished to the employee and the union.
- C. Any employee receiving a written reprimand or more severe discipline shall be given written notice by the Superintendent or his/her designee stating the reasons for the discipline.

ARTICLE XXV - SENIORITY

- A. Seniority shall be defined as a Union member's length of continuous service in this bargaining unit from a member's most recent date of hire. No seniority shall accrue during approved unpaid leaves of absences.
- B. An employee in good standing who for any reason leaves their employment with the Board and returns within a year from date of leave, shall have his or her seniority restored as of the day the employee left employment.
- C. The Board shall prepare a seniority list of all employees covered by this Agreement and deliver it to the Union President upon request.

ARTICLE XXVI - LAY OFF

- A. In the event it becomes necessary to reduce the number of custodial personnel, custodians shall be laid off in the inverse order of seniority.

ARTICLE XXVII - RECALL

- A. Laid off employees shall have recall rights for a period of one complete year from date of layoff. Any employee who refuses recall shall lose all further recall rights.
- B. When employees are to be recalled, the first recalled shall be those last laid off.
- C. Return to work from lay off must be accomplished within two (2) weeks of notice of recall by the Board or the person will be considered as a voluntary termination.
- D. If payment under Article XXI "Retirement Benefit" is not received, then accumulated sick leave benefits will be restored. A Union member may not buy back accumulated sick days if payment is received under Article XXI.
- E. Seniority will not diminish but no additional seniority shall accrue during the lay off period.

ARTICLE XXVIII - VACANCIES AND/OR NEW POSITIONS

Notice of vacancies and/or new positions shall be posted in each school for a period of five (5) working days.

ARTICLE XXIX - PERFORMANCE EVALUATION

All employees shall undergo a performance evaluation at least annually utilizing criteria including but not limited to quality and quantity of work, responsibility and dependability. The Board may propose new or additional criteria, subject to the requirements of MERA.

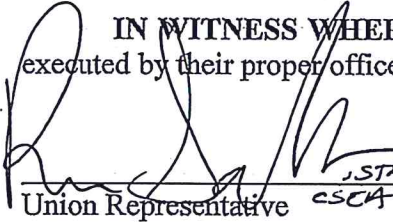
ARTICLE XXX - CONTRACT DURATION

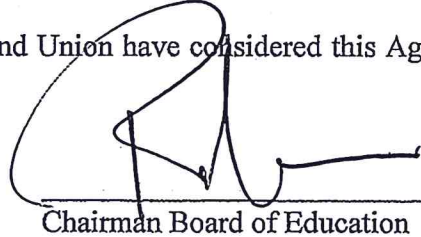
The duration of this contract shall be July 1, 2013 through June 30, 2017.

ARTICLE XXXI - HOLDOVER CLAUSE

In the event that the Board and the Custodial Union fail to secure a successor to this agreement prior to its expiration, it shall continue in full force and effect until a successor agreement is entered into.

IN WITNESS WHEREOF the Board and Union have considered this Agreement to be executed by their proper officers.

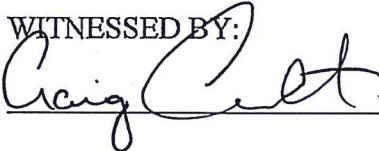

Union Representative *STAFF Representative*
CSCA SEDU Local 2001


Chairman Board of Education

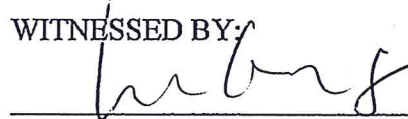

Chapter President
Union Representative

January 14, 2016.
Date

12-23-15
Date

WITNESSED BY:
 - chapter
Vice president

1-14-16
Date

WITNESSED BY:


12/23/15
Date

APPENDIX "A"

CUSTODIAL UNION SALARY SCHEDULE
HOURLY RATES OF PAY

- A. The hourly base rate of pay for New Hires is as follows:

<u>Year of Hire</u>	<u>Hire Rate</u>
2013-14	\$18.10/hr
2014-15	\$19.05/hr (effective the latter of 12/1/14 or the date of Union ratification)
2015-16	\$19.48/hr
2016-17	\$19.87/hr

All new hires shall be paid the applicable Hire Rate when they begin employment and shall receive a one-year anniversary increase of 1% of their hourly wage rate upon completion of twelve (12) months of employment service. This one-time anniversary increase shall apply prior to the general wage increase referenced below.

- B. All employees shall receive a general wage increase to their base hourly rate as set forth below:

<u>Effective Date</u>	<u>General Wage Increase</u>
The latter of 12/1/14 or the date of Union ratification	5.25%
July 1, 2015	2.25%
July 1, 2016	2.00%

- C. Head and Lead Custodians shall receive wage differentials in addition to their base hourly rates as set forth below:

<u>Position</u>	<u>2013-14</u>	<u>2014-15</u> (effective the latter of 12/1/14 or the date of Union ratification)	<u>2015-16</u>	<u>2016-17</u>
BHS Head Custodian	\$3.14/hr	\$3.30/hr	\$3.38/hr	\$3.45/hr
BHS Night Lead Custodian	\$1.92/hr	\$.2.02/hr	\$2.07/hr	\$2.11/hr
WMS Head Custodian	\$3.03/hr	\$3.19/hr	\$3.26/hr	\$3.33/hr
WMS Night Lead Custodian	\$1.82/hr	\$1.92/hr	\$1.96/hr	\$2.00/hr
K-4 Head Custodians	\$2.92/hr	\$3.07/hr	\$3.14/hr	\$3.21/hr

The late shift differential of \$.60/hour referenced in Article X shall not apply to Lead Custodian or Head Custodian positions.

APPENDIX B

Brookfield Town and Board of Education: Choice Fund Open Access Plus HSA

Coverage Period: 07/01/2015 - 06/30/2016

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual/Individual + Family | Plan Type: OAP

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.myCigna.com or by calling 1-800-Cigna24

Questions	Answers	What this Means
What is the overall deductible?	For in-network providers \$2,000 person / \$4,000 family For out-of-network providers \$2,000 person / \$4,000 family Deductible per person applies when the employee is the only person covered under the plan. Does not apply to in-network preventive care & immunizations	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. For in-network providers \$2,000 person / \$4,000 family / For out-of-network providers \$4,000 person / \$8,000 family Out-of-pocket limit for person applies when the employee is the only person covered under the plan.	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, penalties for no pre-authorization, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <u>specific</u> covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of participating providers, see www.myCigna.com or call 1-800-Cigna24	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.ccilo.cms.gov or call 1-800-Cigna24 to request a copy.

Important Questions	Answers	Why it Matters
Do I need a referral to see a specialist?	No. You don't need a referral to see a specialist.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

Common Medical Event	Services You May Need	In-Network Provider	Your Cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No charge	20% co-insurance	_____none_____
	Specialist visit	No charge	20% co-insurance	_____none_____
	Other practitioner office visit	No charge for Chiropractor	20% co-insurance	Coverage for Chiropractic care and Rehabilitation services is limited to 50 days annual max.
	Preventive care/screening/immunization	No charge	20% co-insurance	_____none_____
If you have a test	Diagnostic test (x-ray, blood work)	No charge	20% co-insurance	_____none_____
	Imaging (CT/PET scans, MRIs)	No charge	20% co-insurance	_____none_____

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

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Common Medical Event	Services You May Need	In-Network Provider	Your Cost if You Use an Out-of-Network Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.myCigna.com	Generic drugs	No charge, No charge	20% co-insurance	Coverage is limited up to a 34-day supply (retail) and up to a 10-day supply (home delivery)
	Preferred brand drugs	0% co-insurance/prescription (retail), 0% co-insurance/prescription (home delivery)	20% co-insurance	Coverage is limited up to a 34-day supply (retail) and up to a 10-day supply (home delivery)
	Non-preferred brand drugs	0% co-insurance/prescription (retail), 0% co-insurance/prescription (home delivery)	20% co-insurance	Coverage is limited up to a 34-day supply (retail) and up to a 10-day supply (home delivery)
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge	20% co-insurance	-----none-----
	Physician/surgeon fees	No charge	20% co-insurance	-----none-----
If you need immediate medical attention	Emergency room services	No charge	No charge	-----none-----
	Emergency medical transportation	No charge	No charge	-----none-----
	Urgent care	No charge	No charge	-----none-----
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge	20% co-insurance	The lesser of 50% or \$200 penalty for no precertification.
	Physician/surgeon fees	No charge	20% co-insurance	The lesser of 50% or \$200 penalty for no precertification.
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	No charge	20% co-insurance	-----none-----
	Mental/Behavioral health inpatient services	No charge	20% co-insurance	The lesser of 50% or \$200 penalty for no precertification.
	Substance use disorder outpatient services	No charge	20% co-insurance	-----none-----
	Substance use disorder inpatient services	No charge	20% co-insurance	The lesser of 50% or \$200 penalty for no precertification.
	Prenatal and postnatal care	No charge	20% co-insurance	-----none-----
If you are pregnant	Delivery and all inpatient services	No charge	20% co-insurance	The lesser of 50% or \$200 penalty for no precertification.
		No charge	20% co-insurance	The lesser of 50% or \$200 penalty for no precertification.

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

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Common Medical Event	Services You May Need	In-Network Provider	Your Cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you need help recovering or have other special health needs	Home health care	No charge	20% co-insurance	Coverage is limited to 200 days annual max. Maximums cross-accumulate.
	Rehabilitation services	No charge	20% co-insurance	Coverage is limited to annual max of: 50 days for Rehabilitation and Chiropractic care services; 36 days for Cardiac rehab services
	Habilitation services	Not Covered	Not Covered	-----none-----
	Skilled nursing care	No charge	20% co-insurance	The lesser of 50% or \$200 penalty for no precertification. Coverage is limited to 180 days annual max
	Durable medical equipment	No charge	20% co-insurance	-----none-----
	Hospice services	No charge	20% co-insurance	The lesser of 50% or \$200 penalty for no precertification.
If your child needs dental or eye care	Eye Exam	Cigna Vision	See Cigna vision	-----none-----
	Glasses	Not Covered	Not Covered	-----none-----
	Dental check-up	Cigna Dental	See Cigna Dental	-----none-----

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.ccito.cms.gov or call 1-800-Cigna24 to request a copy.

Excluded Services & Other Covered Services

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)	
<ul style="list-style-type: none"> • Cosmetic surgery • Habilitation services • Hearing aids 	<ul style="list-style-type: none"> • Long-term care • Non-emergency care when traveling outside the U.S. • Private-duty nursing • Routine foot care • Weight loss programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)	
<ul style="list-style-type: none"> • Acupuncture • Bariatric surgery • Chiropractic care • Infertility treatment 	

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.ccilo.cms.gov or call 1-800-Cigna24 to request a copy.

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-Cigna24. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact Cigna Customer service at 1-800-Cigna24. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy **does provide** minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage **does meet** the minimum value standard for the benefits it provides.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-244-6224.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-244-6224.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-244-6224.

Navajo (Dine): Dinekehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-244-6224.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next page.-----

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.cciio.cms.gov or call 1-800-Cigna24 to request a copy.

Coverage Examples

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays: \$5,510
- Patient pays: \$2,030

Sample care costs:

Hospital charges (mother)	\$2,700
Routine Obstetric Care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40

Patient pays:

Deductible	\$2,000
Co-pays	\$0
Co-insurance	\$0
Limits or exclusions	\$30

Managing type 2 diabetes (routine oral glucose-tolerance test-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays: \$3,110
- Patient pays: \$2,290

Sample care costs:

Prescriptions	\$2,900
Medical equipment and supplies	\$1,300
Office visits & procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductible	\$2,000
Co-pays	\$0
Co-insurance	\$10
Limits or exclusions	\$280
Total	\$2,290

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

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Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or pre existing condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, co-payments, and co-insurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

▪ No. Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

▪ No. Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

▪ Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

▪ Yes. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as co-payments, deductibles, and co-insurance. You also should consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Plan ID: 3949660 BenefitVersion: 5

Plan Name: 3949660 Brookfield Town and Board of Education Tea

Questions: Call 1-800-Cigna24 or visit us at www.myCigna.com.

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