

AGREEMENT  
BETWEEN THE  
NEW MILFORD BOARD OF EDUCATION  
AND  
TEAMSTERS LOCAL UNION NO. 677  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA  
Custodians and Maintainers

July 1, 2019 to June 30, 2022

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## PREAMBLE

This Agreement is made and entered into by and between the New Milford Board of Education (hereinafter referred to as the "Board") and Teamsters Local Union No. 677, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, "Custodians and Maintainers," (hereinafter referred to as the "Union").

## WITNESSETH

Whereas, the Union is the exclusive representative of a unit of employees employed by the Board, as hereinafter more fully described in Article I, for purposes of collective bargaining pursuant to relevant provisions of Section 7-469 of the General Statutes, and;

Whereas, pursuant to the relevant provisions of Section 7-470, the Board and the Union have bargained in good faith with respect to wages, hours and other conditions of employment about which either party desired to bargain, and;

Whereas, pursuant to said good faith bargaining, the Board and the Union have resolved all bargaining issues between them and now desire to reduce to writing all agreements reached between them,

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Board and the Union hereby agree as follows:

## ARTICLE ONE RECOGNITION

### Section 1.01

The Board recognizes the Union for purposes of bargaining collectively with respect to wages, hours and other conditions of employment pursuant to Section 7-469 of the General Statutes, as the exclusive bargaining representative for the following employees of the Board, who shall comprise the bargaining unit covered by the provisions of this Agreement:

Full-time and regular part-time employees of New Milford Board of Education normally assigned to work more than twenty (20) hours per week as school custodians, groundskeepers, painters and maintainers.

### Section 1.02

All other employees of the Board, including employees assigned to non-certified positions not described in Section 1.01 hereof; students; professional employees, whether certified or not; temporary employees; seasonal employees as defined by state statute; part-time employees who work twenty (20) hours or less per week; technical employees; watchmen; supervisors; and all

employees of the Board excluded from coverage by Sections 7-467 to 7-477, inclusive of the General Statutes, shall be excluded from the bargaining unit described in Section 1.01 hereof.

### **Section 1.03**

The provisions of this Agreement shall apply to full-time employees who work forty (40) hours per week. In the event the Board creates regular bargaining unit positions with a work week of more than twenty (20) hours but less than forty (40) hours, this Agreement shall be reopened with respect to the wages, hours and working conditions for such new positions.

## **ARTICLE TWO** **BOARD'S RIGHTS**

### **Section 2.01**

Except as expressly provided otherwise by the specific terms of this Agreement, the Board, acting through itself or through the Superintendent or his/her designee, has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the public school system of the Town of New Milford in all its respects, including but not limited to the operation of the schools, the direction of the professional and non-certified staff, the establishment of reasonable work rules and the power and authority conferred upon the Board by law. Further, the Board retains the sole right and prerogative to manage and direct the operation of the workforce; to assign work; to hire, transfer, layoff, promote, demote, discipline or discharge employees for cause; to establish and maintain the quality and efficiency and standards of service; to determine the standards and methods of selection for employment and the content of job descriptions; to determine the number and location of facilities or to suspend any part of the Board operation as necessary; to purchase products and services; to take all necessary actions to carry out its mission in emergencies; and to make all plans and decisions on all matters involving Board operations. No action taken by the Board pursuant to this Article, other than in direct contravention of an explicit provision of this Agreement, will be subject to the grievance and arbitration procedure set forth in Article Twelve hereof.

### **Section 2.02**

The Board may subcontract work in accordance with past practice.

## **ARTICLE THREE** **WORK CONTINUITY**

### **Section 3.01**

The Union agrees, on behalf of itself and all employees, that no employee, individually or collectively, will engage in any strike, work stoppage, slowdown, curtailment or restriction of work or activity which disrupts the operation of a school or the system as a whole. The Board agrees that it will not lock out employees during the term of this Agreement.

**ARTICLE FOUR**  
**UNION RIGHTS**

**Section 4.01 - Union Security**

- A. All present employees of the bargaining unit who are members of the Union in good standing by the payment of their regular monthly dues on or before the last day of each month and all future employees subsequently hired or transferred into the bargaining unit may become members of the Union in good standing by the payment of the required initiation fees and regular monthly dues of the Union on the thirty-first (31<sup>st</sup>) day of employment in the bargaining unit. In addition to the dues required for members pursuant to the Union's constitution, members of the Union shall also submit payment to the Union of administrative dues in the amount of five cents (\$0.05) per hour for each hour worked, or paid, not to exceed two dollars (\$2.00) per week. This obligation commences on the 31<sup>st</sup> day following the employee's date of hire.
- B. The employer agrees to deduct regular monthly dues, administrative dues, and initiation fees or regular monthly agency fees, whichever are applicable, from the wages of all bargaining unit employees covered by this Agreement for whom a written authorization form, voluntarily signed by the employee, is received and agrees to remit all such deductions to the Union. Dues deductions shall be made from the first payday each month. The Union shall advise the employer in writing of the appropriate deductions for agency fees, or any change in dues, at least 30 days in advance.
- C. The Union shall be notified, within thirty (30) days of employment, of the name and address of each new employee in the bargaining unit.
- D. The Union shall indemnify and hold the Board harmless for any liability which arises out of its compliance with the terms and conditions of this Article.
- E. DRIVE  
The employer shall deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a week basis for all weeks worked. The employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's check.
- F. Indemnification. The Union will indemnify the Board for any cost incurred by the Board as a result of, and will hold the Board harmless from, any claim made by any person or entity against the Board on account of the Board's compliance with the provisions of this Article.

**Section 4.02 - Union Steward**

- A. One Union Steward and one alternate Steward shall be selected by the Union from among the employees in each bargaining unit classification of (a) custodians, and (b) building maintenance and grounds keepers, and shall be recognized by the Board as such. The Union shall furnish the Board with the name of the Stewards and Alternate Stewards it wishes the Board to recognize.
- B. Each Primary Steward recognized as such by the Board shall have top seniority, for lay-off purposes only, for as long as he/she remains Steward.
- C. Individuals absent more than 60 consecutive days shall not be recognized as primary stewards until they return to their regularly scheduled assignment. The Union may temporarily or permanently replace absent stewards in a timely manner.

**Section 4.03 - Access to School Buildings**

An Authorized Representative of the Union shall have access to school buildings, at reasonable times during normal working hours, for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to, provided that such visits shall not unduly interfere with the performance of work. The Authorized Union Representative shall report to the Principal's office on arrival in order to secure the approval of the Principal. Collectively, the Union stewards shall be provided not more than ten (10) hours per month, not to exceed one hour in any given shift or three hours in any week, to communicate with other union members during their normal shifts. Meetings and discussions shall be scheduled to coincide with the regular lunch or dinner break of the shift. The Union Steward shall be released from his/her individual obligation during these Union meetings.

**Section 4.04 - Copy of Agreement**

The Board agrees to furnish each employee covered by this Agreement with a copy of such Agreement.

**Section 4.05 - Credit Union**

The Board agrees to make New England Teamsters Federal Credit Union deductions from the wages of those employees who have provided the Board written authorization. The authorization shall state the specific amount, which is to be deducted each pay period. The Board shall remit amounts deducted to the Credit Union once each month. The Board shall not make deductions and shall not be responsible for remittance to the Credit Union for any deduction for those periods during which the employee has no earnings or in those periods in which the employee's earnings shall be less than the amount authorized for deduction.

**ARTICLE FIVE**  
**REGULAR HOURS OF WORK**

**Section 5.01 - Basic Provisions**

- A. The regular work week will consist of five (5) regular work days, Monday through Friday, and each regular work day will consist of eight-and-one-half (8 ½ ) hours, including two (2) fifteen (15) minute paid breaks to be taken as assigned, and a one-half (½) hour unpaid lunch period.
- B. An employee when required to work during the lunch period to provide coverage when school is in session shall work eight (8) hours including a paid lunch period. This provision shall not apply when school is not in session.
- C. The Board retains the full right and authority to establish working schedules and shifts for all employees at all times of the year, and to adjust schedules as required to meet the needs of the school system. Generally, there shall be no change from existing scheduling without the development or existence of situations which justify such a change. The Board shall notify the Union as far in advance as possible of the need to change existing schedules and work shifts. The recognized work shifts are:

First Shift (HS/MS)	6:00 a.m. to 2:30 p.m.
First Shift (Inter/Elem)	7:00 a.m. to 3:30 p.m.
Lunch Shift	11:00 a.m. (or sooner) to 9:30 p.m. (or sooner)
Second Shift (HS/MS)	2:30 p.m. to 11:00 p.m.
Second Shift (Inter/Elem)	3:00 p.m. to 11:30 p.m.

When the day shift custodian is the sole custodian in the school, the day shift hours are adjusted as follows:

MS	6:30 a.m. to 2:30 p.m.
Inter/Elem	7:00 a.m. to 3:00 p.m.

At the beginning of the school year, one maintainer may be assigned to a second shift when school is in session. For the foregoing assignment, volunteers shall be solicited first. In the absence of volunteers, the assignment shall be made on the basis of inverse seniority among the maintainers.

- D. The employer will assign break times for all employees.
- E. An employee assigned to provide custodial support for a program or event sponsored by an outside group, or school organization using school facilities outside his/her normal work schedule, will be paid in accordance with Section 5.02 of this Article. The employee will be readily available to such groups during the hours assigned and is not expected to perform work unrelated to the group.

### **Section 5.02 - Overtime Provisions**

- A. Each employee shall be paid at a rate one and one-half (1½) times regular pay for hours worked in excess of forty (40) hours in any calendar week (Monday through Sunday) as assigned or over eight (8) hours in one (1) day.
- B. When an employee who has worked a full shift as scheduled is called back to work unexpectedly more than one (1) hour after he/she has left work following the end of his/her normal shift, the employee will be guaranteed two (2) hour's work or two (2) hours pay at an overtime rate. This provision will not apply when the employee is required to perform scheduled or non-scheduled work beyond his/her normal work schedule or called in early to work hours contiguous with the start of the normal shift.
- C. All employees are responsible for being available for overtime assignments and must provide information to their supervisors about how they may be contacted and must notify their supervisors whenever there is a change in their telephone numbers or other contact information. All bargaining unit members can be required to do snow removal.

### **Section 5.03 - Saturday, Sunday and Holiday Work**

- A. Employees working on a Saturday shall be paid at a rate of one and one-half (1½) times his/her regular straight time hourly rate of pay.
- B. Employees working on a Sunday or on a holiday, as defined Article Six, Section 6.01, shall be paid at a rate of two (2) times his/her regular straight time hourly rate of pay.
- C. There shall be a fifteen (15) minute paid break within every four (4) hours during overtime periods of work. An employee working more than four (4) continuous hours of overtime work shall be entitled to take a paid meal break of not more than twenty (20) minutes.

### **Section 5.04 - Night Differential**

- A. Any employee working on a shift that begins on or after 2:30 p.m. shall be paid a night shift differential for all hours worked on that day during that shift. Such a night shift differential shall be paid to an employee on those days when he/she actually works on a shift that begins on or after 2:30 p.m.
- B. The night shift differential shall be fifty cents (\$.50) per hour.

### **Section 5.05**

There will be no pyramiding of overtime or premium pay.



**ARTICLE SIX**  
**HOLIDAYS**

**Section 6.01**

Holidays recognized under this Agreement as paid holidays are the following:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving Day	Memorial Day
Day before Christmas	Christmas Day
Independence Day	

If school is in session on any designated holidays, the Board will designate another day during the fiscal year in which to observe these holidays.

**Section 6.02**

An employee shall receive eight (8) hours pay at his/her regular straight time hourly rate of pay for each holiday set forth in Section 6.01 provided the employee meets the following conditions:

- A. The employee has worked his/her full schedule as assigned or is on authorized paid leave on the last scheduled work day immediately preceding the holiday and the first scheduled work day following the holiday.
- B. An employee who is on paid sick leave on the last scheduled work day immediately preceding the holiday and/or the first scheduled work day following the holiday must provide a doctor's note to his/her supervisor in order to be eligible for holiday pay. If such employee is eligible, he or she will receive holiday pay in lieu of a paid sick day and will not be charged for use of a sick day.
- C. An employee who has been on authorized paid leave for more than ninety (90) calendar days is not eligible for pay for holidays that occur after the first ninety (90) days of paid leave.

**Section 6.03**

When a holiday set forth in Section 6.01 above falls on a Saturday or a Sunday, it will be observed on the preceding Friday or the ensuing Monday, at the option of the Board only if schools are closed for pupils on those days.

**Section 6.04**

Employees scheduled to work on holidays and who fail to perform said work as assigned shall forfeit all holiday pay unless a doctor's note is provided.

**Section 6.05**

If a holiday set forth in Section 6.01 above falls during a period when the employee is on paid vacation, pursuant to Article Seven hereof, the employee will be given an additional day off without loss of his/her normal pay (up to a maximum of eight (8) hours at his/her regular straight time hourly rate) on a day scheduled at the mutual convenience of the employee and the Board.

**ARTICLE SEVEN  
VACATIONS**

**Section 7.01**

Each employee will earn vacation credits at the following rates, depending on the length of continuous service as an employee:

<u>Years of Service</u>	<u>Rate of Accrual</u>
0 - 5	0.833 day for each month of service up to a maximum of ten (10) days in each complete year of service.
6 - 10	1.25 days for each month of service up to a maximum of fifteen (15) days in each complete year of service.
11 - 24	1.0 additional day each year up to a maximum of twenty (20) days in each complete year of service.
25 or more	twenty-five (25) days of vacation annually.

An employee may not use earned vacation time until the employee has worked six consecutive months.

**Section 7.02**

The Superintendent, or his/her designee may post a vacation schedule in advance of July 1 or each year and employees will indicate on said schedule the periods during which they wish to take their vacations, respectively. The final vacation schedule is subject to the approval of the Superintendent. The Superintendent also reserves the right to limit the number of employees on vacation at any one time. Where more than the number of Employees permitted to be on

vacation at the same time choose the same vacation period in whole or in part, the Superintendent will resolve the conflict on the basis of her/his determination of the needs of the system and the employee's respective seniority. Normally, no vacation will be approved for the week immediately before graduation, the week immediately before the opening of school and the week immediately after the opening of school.

### **Section 7.03**

No vacation time may be taken without the prior permission of the Superintendent or his/her designee and all requests for vacation must be made no less than ten (10) calendar days in advance with the following exception:

Employees providing custodial services may request a vacation period to coincide with the canceling of school due to weather. Request for vacation may be submitted within 4 hours after public notice that school has been canceled.

Employees will normally not be permitted more than ten (10) work days' vacation at one time.

### **Section 7.04**

Vacation periods shall be used in increments of four hours. Unused vacation benefits up to forty (40) hours may be carried over to the next fiscal year. Any additional carry-over of vacation leave must be requested by the employee and approved by the Superintendent of Schools.

### **Section 7.05**

An employee, after one continuous year of service, who has resigned with at least two (2) weeks written notice, or who has been terminated, or laid off, or who has retired or died, shall receive pay for all accrued unused vacation.

### **Section 7.06**

Vacation pay will be based upon the employee's regular, straight time hourly rate. The number of hours of vacation pay to which the employee is entitled for each week of vacation will be determined on the basis of the employee's normal weekly schedule over the year in which the vacation credits were earned, but in no event will the employee receive more than forty (40) hours of vacation pay at his/her straight time hourly rate for each week of vacation. An employee may elect to receive his/her vacation pay prior to his/her scheduled vacation. Requests for vacation pay must be made at least one pay period in advance of the scheduled vacation.

**ARTICLE EIGHT**  
**SENIORITY**

**Section 8.01 - Definition**

An employee's seniority is hereby defined as his/her length of continuous service as an employee of the Board in a bargaining unit position measured from his/her most recent date of hire. An employee shall not be entitled to exercise his/her seniority for any purpose prior to the successful completion of his/her probationary period of employment as set forth herein.

**Section 8.02 – Probationary Period**

An employee shall normally be considered to be a probationary employee during his/her first ninety (90) days worked in a bargaining unit position, during which time he/she shall have no seniority rights and may be terminated by the Board for any reason without recourse to any of the provisions of this Agreement or to the courts, notwithstanding any provision in the Agreement to the contrary. Upon successful completion of his/her probationary period, the employee's seniority shall be counted from his/her most recent date of hire as set forth in Section 8.01 above. The Board shall, however, have the right to extend the probationary period from ninety (90) to one hundred twenty (120) days, with Union agreement, if there are apparent reasons for doing so. In these cases, the Union will not unreasonably withhold its agreement. Pay increases available to new employees after sixty (60) days would go into effect even when the probationary period is extended.

**Section 8.03 - Layoff and Recall**

- A. In reducing the number of employees in the bargaining unit by layoff the last employee hired within the labor classification should be the first employee laid off from such classification provided that the remaining employees are qualified in the judgment of the Board to perform the work remaining.
- B. Employees who are laid off from employment with the Board will have recall rights for a period immediately following the date of layoff equal to their respective seniority at the time of layoff, up to a maximum of one (1) year following the date of layoff. In recalling employees from layoff, the last employee laid off from the classification wherein the layoff was effected shall be the first employee recalled from layoff, provided that he/she is qualified in the judgment of the Board to perform the work. Employees laid off prior to the successful completion of their respective probationary periods of employment will have no recall rights.

**Section 8.04 – Loss of Seniority**

For purposes of applying seniority rights, an employee's continuous service shall be broken and he/she shall lose seniority by virtue of any of the following events:

- A. voluntary quit;

- B. discharge in accordance with Article Fifteen Section 15.01;
- C. expiration of the employee's recall rights following layoff;
- D. retirement;
- E. absence for more than three (3) days without reporting the reason for the absence to the Superintendent, or his/her designee, within the three (3) day period.
- F. failure to return to work when scheduled following an approved leave of absence; or
- G. failure to report for work within five (5) normal work days following delivery of recall notice.

**Section 8.05 – Assignment of Overtime**

An employee's seniority shall have an effect on the assignment of overtime work (i.e., work which is to be performed beyond normal working hours and has the potential to be paid at the overtime rate pursuant to Article Five, Section 5.02 hereof) only as follows:

- A. The employee last working on the assignment during normal working hours will continue to work on it on overtime, if assigned, irrespective of his/her seniority. If overtime is scheduled for special project work, the employees assigned to the project will be scheduled to work the overtime. Special project work is work assigned within the shift that has not been completed during the shift, so long as the work does not continue indefinitely on a regular daily basis.
- B. Otherwise, the opportunity to work overtime shall be offered according to seniority to those employees in the school or building in the classification where the work is required, and who have the ability to do the work, with the qualified employee with the longest seniority being given the first opportunity.
- C. In the event there are insufficient qualified volunteers to perform the available overtime work after the opportunity has been offered pursuant to paragraph B. above, the Board shall have the right to assign the work to qualified employees in the school or building where the work is to be performed in reverse order of seniority and the Employees so assigned shall do the work.
- D. Notwithstanding anything to the contrary herein, employees move to the bottom of the overtime on-call list on days they did not work.
- E. In the event the Superintendent or his/her designee wants to supplement qualified employees from within the building with qualified employees from other buildings, he/she must do so in accordance with the guidelines set forth in B. and C. above.

**ARTICLE NINE**  
**GROUP INSURANCE PROGRAM**

**Section 9.01 – General**

The Board shall make the following health, medical, life and disability coverage available to each eligible employee.

**Section 9.02 - Health Coverage**

A. Coverage.

1. All employees who are covered in the group health insurance provided by the Board immediately prior to the execution of this Agreement and who are full-time employees for the purpose of the provision of employer sponsored healthcare coverage under federal law shall be eligible for health insurance coverage. The Board will provide the Union with a list of employees who are covered in the group health plan provided by the Board immediately prior to the execution of this Agreement.

If, after the execution of this Agreement, a full-time employee for the purpose of the provision of employer sponsored healthcare coverage under federal law who was not covered in the group health plan provided by the Board immediately prior to the execution of this Agreement opts to be covered in the coverage made available by the Board, such employee will be eligible for the Teamsters Indemnity Plan and the terms of the Agreement in regard to the Teamsters Indemnity Plan will apply to such employee.

2. The Board has provided group hospital, medical and prescription drug insurance coverage to bargaining unit employees and their eligible dependents under a plan that applies to the majority of the Board employees, including a High Deductible Health Plan (HDHP/HSA) option. Employees pay a 15% premium cost share.
3. Teamsters Indemnity Plan. Because the Union has demonstrated that its health insurance plan, the Teamsters Indemnity Plan, will cost less than the Board's health insurance plan described in Section 2 above, commencing upon the execution of this Agreement, the Board agrees to make payments to the Teamsters Local 677 Health Services & Insurance Plan, ("Teamsters 677 HSIP") 1871 Baldwin Street, Waterbury CT, 06706, for each and every employee covered by the collective bargaining agreement referred to in Paragraph 1, above, to receive health coverage as follows:

The Board's initial contributions will be due for work performed in the first month of participation in the Teamsters Indemnity Plan. Remittance will be due on the 20<sup>th</sup> of the month following the first month of participation.

Commencing upon the execution of this Agreement (or as soon thereafter as employees become eligible in the Teamsters Indemnity Plan), the Board shall contribute to the Teamsters 677 HSIP (for the Teamsters Indemnity Plan).

Commencing upon July 1, 2019, the Board shall contribute to the Teamsters 677 Health Services & Insurance Plan (for the Teamsters Indemnity Plan) the sum of \$9.04 per hour for each hour figured to the nearest quarter hour for which an eligible employee receives pay up to a maximum of forty (40) hours but not more than three hundred sixty-one dollars and sixteen cents (\$361.16) per week for any one employee.

Commencing upon July 1, 2020, the Board shall contribute to the Teamsters 677 Health Services & Insurance Plan (for the Teamsters Indemnity Plan) the sum of \$9.04 per hour for each hour figured to the nearest quarter hour for which an eligible employee receives pay up to a maximum of forty (40) hours but not more than three hundred and sixty-one dollars and sixteen cents (\$361.16) per week for any one employee.

Commencing upon July 1, 2021, the Board shall contribute to the Teamsters 677 Health Services & Insurance Plan (for the Teamsters Indemnity Plan) the sum of \$9.76 per hour for each hour figured to the nearest quarter hour for which an eligible employee receives pay up to a maximum of forty (40) hours but not more than three hundred and seventy dollars and nineteen cents (\$370.19) per week for any one employee.

For the purpose of this article, each hour or any portion thereof, figured to the nearest quarter hour paid for work in employment covered by this Agreement, paid vacation, paid holidays or other hours for which pay is received by the employee shall be counted as hours for which contributions are payable to the Plan. In addition, the term "hours paid" shall include time that is compensated during the week in which the time is worked or other paid leave is taken (vacation, holiday, personal or sick leave). The Board will not pay vacation, sick, personal or holiday pay in advance or in arrears of the week in which such leave is taken.

If an employee is absent because of an illness or an off-the-job injury and notifies the Board of such absence, the Board shall continue to make contributions to the Plan of 40 hours per week until twelve weeks after all sick leave has been used up. Thereafter, the Board's required contribution shall be 32 hours. Such contributions shall not be paid for more than twelve (12) months.

If an employee is injured on the job, the Board will continue to make the required contributions until the employee returns to work; however, such contributions of 40 hours per week shall not be paid for a period of more than twelve (12) months.

All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an Independent Certified Public Accountant audit the payroll and wage records of the Board for the purpose of determining the accuracy of contributions to the Teamsters 677 HSIP (for the Teamsters

Indemnity Plan). Likewise, the Trustees shall, upon request from the Superintendent of Schools or designee, provide the Board with access to up-to-date information regarding the financial status of the Trust and the Teamsters Indemnity Plan. If the Board fails to make contributions to the Teamsters 677 HSIP (for the Teamsters Indemnity Plan) within 72 hours after the notice of delinquency has been sent to the Board in writing, the Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Board shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties which may be assessed by the Trustees. The Board's liability for payment hereunder shall not be subject to the grievance procedure or arbitration provided under this Agreement.

The Board agrees to execute a copy of the Agreement & Declaration of Trust of Teamsters Local 677 HSIP. The Board and Union which are signatories hereto ratify the designation of the Board of Trustees under such Agreement and ratify all action already taken, or to be taken by such Trustees with the scope of their authority.

4. If the total cost of the Teamsters Indemnity Plan offered under this Article triggers an excise tax under Internal Revenue Code Section 4980I, including any successor thereto, or any other local, state or federal statute or regulation, the Employer shall have the right to promptly substitute a plan or plans that avoid the imposition of the tax. If the Union is not satisfied with the substitute plan or plans after implementation, it shall have the right to reopen the Agreement for the sole purpose of negotiating some other plan or plans with a total combined cost that falls below the excise tax thresholds. Any impasse in bargaining with respect to the substitute plan or plans shall be subject to binding arbitration.
- B. The Board shall continue to maintain a "Section 125" Salary Reduction Agreement for the purpose of enabling eligible employees to divert at their option a portion of their gross salaries, prior to reduction for federal income or social security taxes, by a minimum of \$250 to a maximum of \$1,000 per Plan Year for Health Reimbursement, and by a minimum of \$250 to a maximum of \$5,000 per Plan Year for Dependent Care, into an account from which, during the course of the Plan Year, they can be reimbursed for Health Care costs and Dependent Care costs they or their covered dependents incur that are not covered by the Health Insurance Plans described in the Agreement between the Board and the Union, including, but not limited to, their share of the premium costs for such Plans. 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 nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members 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. This waiver on the part of the Union shall not extend to acts which may be committed by the Board or its agent(s) other than acts in furtherance of the I.R.C. Section 125 plan.

- C. The Board will provide the health insurance benefits as described in Section (A)(2) of this Agreement through a properly licensed insurance company in the State of Connecticut, or through an alternative self-insured arrangement. If benefits are self-insured by the Board, employees shall have all claims adjudicated in conformance with applicable confidentiality standards, along with the same rights of appeal as if the benefits were insured. In no event, the coverages and benefits provided through an alternative insurance carrier, managed care vendor, either self-insured or self-administered, will be less than the benefits and coverages as set forth in this bargaining agreement. The size and scope of a preferred provider network of physicians, hospitals, pharmacies, etc. shall not be a factor in determining the duplication of benefits by an insurance carrier or managed care vendor. It is agreed that an alternative insurance carrier or managed care vendor can be selected by the Board of Education provided that the new insurance carrier or managed care vendor network includes 70% of the hospitals and physicians in Litchfield and Fairfield Counties of the current preferred provider network of hospitals and physicians. The Board retains the sole and exclusive right to select and/or change insurance carriers or managed care vendors. The Board shall review any proposed changes with the Union prior to implementation.

#### **Section 9.03 - Life Insurance**

The Board will provide at no cost to the employee, group term life insurance (employees only) in the amount of \$40,000.

#### **Section 9.04 - Long Term Disability Insurance**

The Board will provide at no cost to the employee, long term disability insurance which will provide partial income protection benefits for employees who are disabled due to injury or illness: Employees who become totally and permanently disabled shall receive monthly benefit payments equal to sixty-six and two thirds percent (66 2/3%) of the employee's monthly salary. These benefits shall commence only after the employee has used up all his/her available sick leave benefits, or three (3) months from the commencement of the total disability, whichever is later. The amount of LTD benefits shall be set off by any amounts paid to the employee by Workman's Compensation disability or another similar payment.

#### **Section 9.05 - Eligibility**

Eligibility for benefits set forth in this Article shall be determined exclusively in accordance with the provisions of the respective insurance policies acquired by the Board to provide said benefits, and any dispute relating to eligibility for or the amount of benefits paid in any individual case shall be processed by the employee directly with the respective insurance carrier or plan

administrator and shall not subject the Board to any claim in any form, and shall not be subject to the grievance and arbitration procedure.

### **Section 9.06 -- Pension Plan**

The Town of New Milford currently offers a Pension Plan for General Employees. Employees should contact the Town to see if they are eligible and to learn about the Plan. Any issues concerning the Pension Plan or its terms are outside the bounds of this Agreement and are not subject to the Grievance Procedure set forth in this Agreement.

## **ARTICLE TEN** **LEAVES OF ABSENCE WITHOUT LOSS OF NORMAL PAY**

### **Section 10.01 - Sick Days**

- A. A sick day is a day on which the employee is required to be absent from work in whole or in part due to:
1. a personal injury or illness which prevents the employee from working as scheduled, or requires the employee to leave work prior to the completion of his/her shift.
  2. an appointment with a doctor, which cannot be scheduled during hours other than the employee's regular shift.
  3. as a supplement to Worker's Compensation pay, the employee may use a prorated portion of accrued sick leave, so that the combination of Worker's Compensation payment and supplemental sick leave equals his regular rate of pay. Employees may use full sick leave until Worker's Compensation payments commence, provided they agree in writing to sign over such payments to the Board, at which time the appropriate portion of their sick leave shall be restored to their sick leave account.
- B. Each employee will earn sick day credits at the rate of 1.25 days for each full month worked up to a maximum of fifteen (15) sick days in any employment year. Unused sick days may be accumulated from employment year to employment year up to a maximum of one hundred forty-one (141) days, which shall be the maximum available to any employee at any one time.

Employees hired after July 1, 1994 will earn sick day credit at the rate of 1.0 day for each full month worked up to a maximum of twelve (12) sick days in any employment year. Unused sick days, for these employees, may be accumulated from employment year to employment year up to a maximum of ninety-six (96) days, which shall be the maximum available to any employee at any one time.

- C. Sick days will be applied to pregnancy related medical disabilities of the employee in the same manner as to other medical disabilities.

- D. As with any absence, the Board reserves the right to verify the legitimacy of any absence for which a sick day is requested, including, but not limited to, requiring the employee to provide the Superintendent or his/her designee with a doctor's certificate in any instance of two or more consecutive days of absence, or a case where the employee has a demonstrated a pattern of numerous or questionable absences.
- E. A doctor's certificate is required from any employee who uses three (3) or more consecutive sick days and must be submitted to the Director of Human Resources before the employee returns to work. In the case of sick leave of long duration (an illness or injury of more than five (5) consecutive work days), the Superintendent or designee may require periodic statements about the employee's condition from a physician who is caring for the employee. In any case where the illness or injury results in an absence of fifteen (15) consecutive work days or more, the Superintendent or designee may require the employee to submit to an examination by a physician designated by the Board. Any portion of the expense for said examination that is not covered by the employee's health insurance shall be paid by the Board.

If any illness or injury results in a disability, the Board shall have the right to discharge the employee whenever the undisputed medical prognosis indicates that the employee will not be able to perform the essential duties of the position that the employee held prior to the injury or illness.

If any illness or injury results in a disability that has prevented the employee from performing the essential duties of his position for a period of twelve (12) months or longer, the Board shall have the right to retire or discharge the employee. If, within the twelve (12) months following the employee's termination date, a vacancy occurs in his original position and he applies for the position and can demonstrate by undisputed medical evidence that he can perform the essential duties of the position, the Board shall offer to rehire the employee. After twelve (12) months from the employee's date of termination, the former employee will no longer have any preferential standing for reappointment to the position.

For the purpose of this Section, date of disability is the first day the employee was unable to report to work due to the disabling illness or injury.

For the purpose of this Section, the term "illness or injury" shall include both work-related and non-work related illnesses and injuries.

When FMLA leave is applicable, the rules and regulations of the FMLA, as amended from time to time, shall apply.

#### **Section 10.02 - Personal Leave**

- A. Personal leave is a period of time which the employee is required to be absent because of the occurrence of events which prevent the employee from reporting to work as scheduled or remaining at work throughout his/her regular shift.

- B. Each employee shall be eligible for up to three (3) days of personal leave per school year. Requests for personal leave must be made in writing on an electronic form provided by the Board. Requests must be submitted no less than two business days in advance. In the case of an emergency situation preventing the submission of the request, an employee may notify the Superintendent or his/her designee of his/her request for absence, however, should the request be disapproved the employee may lose pay for the period of the absence.
- C. Personal leave cannot be taken immediately before a holiday or vacation, or immediately after a holiday or vacation.
- D. Unused personal leave may not be accumulated and employees may not receive compensation for unused personal leave time.
- E. Employees may not use personal leave during the probationary period of employment.

#### **Section 10.03 - Funeral Leave**

- A. An employee will be permitted to be absent from work without loss of normal pay for a period not to exceed five (5) successive normal working days because of a death in the employee's immediate family.
- B. Immediate family shall include the employee's spouse, parent, parent-in-law, child, sister and brother.
- C. The purpose of this Section is to allow the employee to attend the funeral ceremonies. Compensation shall not exceed five (5) days.
- D. The above provision will also apply to grandparents, grandchildren, current step-parents, brother-in-law and sister-in-law except that there will be a limitation of three (3) successive normal working days.
- E. The above provisions will also apply to aunts and uncles except that there will be a limitation of one (1) working day.

#### **Section 10.04 - Jury Duty**

When an employee serves on a jury, whether in a state or federal court, during days when he/she would otherwise be scheduled to work, the employee shall be paid by the employer the difference between the employee's jury pay and the number of hours the employee's department operates, times the employee's hourly rate, if the employee is an hourly employee. Employees who are called to jury duty and spend four (4) hours or more at jury duty will not have to report to work their regular shift that day.

**ARTICLE ELEVEN**  
**WAGES**

**Section 11.01 – Wage Schedule**

The Wage Schedule is attached as Appendix A.

**Section 11.02 – Payment of Wages**

All employees shall be paid through direct deposit at a participating bank or qualified financial institution of the employee's choice, every two weeks on the same day of every week.

**Section 11.03- Longevity**

Upon completion of the years of full time service to the Board, as noted in the longevity schedule, a longevity payment will be made in lump sum in the salary payment immediately following the anniversary date of employment. Such payment is non-cumulative and is granted upon satisfactory performance.

**Longevity Schedule**

- (a) 10-14 years
- (b) 15-19 years
- (c) 20 plus years

**Longevity Amounts**

10- 14 years	\$325 annually
15-19 years	\$425 annually
20 plus years	\$525 annually

**ARTICLE TWELVE**  
**GRIEVANCE PROCEDURE**

**Section 12.01 - Definitions**

- A. "Grievance" is hereby defined to mean a written complaint, filed in accordance with the procedure hereinafter set forth, by an employee, group of employees, or the Union, claiming that they have suffered a personal loss or injury as a direct result of an alleged violation of an explicit provision of this Agreement by a principal, the Superintendent, the Board, or other designees of the Superintendent and/or Board.
- B. "Grievant" is hereby defined as the Employee, group of employees, or the Union filing a Grievance.

- C. "Days" is hereby defined to mean a normal workday for employees.

### **Section 12.02 - Time Limits**

- A. Time limits hereinafter set forth for processing a grievance from one level to another must be strictly adhered to and may be extended only by agreement between the Union and the administrator involved at that level.
- B. Any grievance which is not present or processed by the grievant in strict compliance with the time limits set forth herein will become null and void and will be deemed resolved in accordance with the position of the administrator involved at the level preceding the level where the default in submitting the grievance occurred. If any response to a grievance is not given by the employer within the time limits set forth herein for such response, the Grievant will have the option to proceed to the next level without waiting for such response.

### **Section 12.03 - Procedure**

The following procedures shall be followed exclusively in the processing of a grievance:

- A. **Step 1.** The grievant(s) shall within seven (7) days following the events giving rise to the grievance, present the grievance in writing to the Steward and to the employer specifying the nature of the grievance and the Section of the Agreement he/she claims to be violated. If a satisfactory adjustment is not effected with a representative of the employer within seven (7) days, the Steward and employee may submit the same written grievance to the Union's business representative.
- B. **Step 2.** Within seven (7) days thereafter, the business representative may take the matter up with the Superintendent or his/her designee with authority to act on such grievances. Upon timely receipt of the grievance this individual shall cause the grievance to be investigated and meet with the grievant and/or business representative within ten (10) days to discuss the grievance. Within ten (10) days after the conclusion of said meeting the Superintendent or designee shall respond to the grievance in writing and transmit said response to the grievant and business representative. In the event that the business representative is of the opinion that an employee's grievance is without merit, the Local Union shall not be required to process the matter. In such cases, the business representative shall so inform the grievant and the employer. There shall be no liability imposed thereby upon the Union or the employer.
- C. **Step 3.** If Steps 1 and 2 hereof have been complied with and a settlement has not been effected, only the employer or the Union may process the grievance to arbitration by submitting it to the American Arbitration Association for arbitration within twenty (20) days of the response from the Superintendent or his/her designee at Step 2. All of the following terms and conditions must be met in order to perfect the right to arbitration:

1. The grievance must involve the interpretation or application of a specific and explicit provision of this Agreement, and will not be arbitrable if it claims a right, benefit, or obligation not expressly set forth in this Agreement.
2. The submission to arbitration must be made in writing by certified mail, postage prepaid, or by fax, with a copy to the Superintendent, postmarked within the ten (10) days immediately following the receipt by the grievant of the Level Two response or the expiration of the time period within which the employer is required to respond at Level Two, whichever is sooner.
3. The grievance submitted to arbitration must be the same grievance that was submitted to the employer at Level One.
4. The selection of the arbitrator and the procedure for conducting the arbitration process shall be in accordance with the rules and regulation of the American Arbitration Association. The decision of the arbitrator will be final and binding. The arbitrator's authority will be limited to determining whether, by the allegations contained in the grievance, the Board has violated or misapplied any specific and explicit provision of this Agreement. The arbitrator will not have any authority or power to add to, delete from or modify in any way any provision of this Agreement.
5. The cost of the arbitrator's service will be divided equally between the Board and the Union.

#### **Section 12.04**

Neither the Board nor the Union will take any reprisals against any participant in this grievance procedure by reason of such participation.

#### **Section 12.05 - Miscellaneous**

- A. Forms for filing and processing grievances, and other documents necessary under the procedure shall be those agreed upon by the Superintendent and the Union. Such forms will be given appropriate distribution so as to facilitate operation of the grievance procedure.
- B. The grievant will have the right to be accompanied and represented by his/her Union Representative at grievance meetings, if the grievant so chooses.

**ARTICLE THIRTEEN**  
**PROMOTION AND TRANSFER**

**Section 13.01**

New or vacant jobs within the bargaining unit, which the Board desires to fill or establish, will be posted in all buildings for a minimum of five (5) work days. Such notice will be dated and will include the position title, wage, a brief description of the duties of the position and the application closing date.

**Section 13.02**

All current employees as well as individuals outside the bargaining unit will have the opportunity to apply for new or vacant jobs. Applications must be submitted to the Superintendent of Schools or his/her designee no later than the application closing date.

**Section 13.03**

Jobs shall be filled on the basis of qualifications, ability and seniority as follows:

- A. When, in the judgment of the Superintendent, or his/her designee, based on the criteria of experience, service records, job skills and test results (for groundskeeper, maintainer, foreman and crew leader positions), an applicant from the bargaining unit is qualified to fill the vacancy and is at least equally qualified with the most qualified applicant from outside the bargaining unit, the applicant from the bargaining unit will be given preference.
- B. When, in the judgment of the Superintendent, or his/her designee, two or more applicants from the bargaining unit are considered to be equal in the criteria of experience, service records, job skills and test results (for groundskeeper, maintainer, foreman and crew leader positions), the applicant with the most seniority shall be given preference.
- C. The Superintendent, or his/her designee, shall not exercise his/her judgment arbitrarily or capriciously.

**Section 13.04**

The Superintendent, or his/her designee, has the authority to fill vacancies on a temporary basis not to exceed sixty (60) continuous work days. However, when the temporary employee is hired to replace an employee who is on a long term leave of absence, the sixty (60) work day limit does not apply. The temporary employee may continue working until the employee who was replaced returns to work. If it is determined that such employee will not return to work, the temporary employee may continue to work in that capacity for no longer than 60 work days after the date of the determination.



**Section 13.05**

One job vacancy will result in not more than two (2) job postings including the initial posting.

**Section 13.06**

Employees must remain in any position to which they transferred for not less than three (3) months and will not be eligible for any other transfer during this period.

**Section 13.07 - Involuntary Transfer**

- A. The Superintendent, or his/her designee, reserves the right to assign and when necessary transfer employees to work assignments anywhere in the school district or other locations where the school district has a valid interest in providing such service. Involuntary transfers may be made to similar job assignments within similar shifts only. Involuntary transfers may be made to resolve personnel conflicts, in response to supervision or staffing needs at any facility, to avoid lay-off, or in disciplinary cases. Involuntary transfers may only occur according to the following:
1. Transfers must be from like job to like job
  2. Transfers cannot cause a reduction of employees' pay
  3. Transfers cannot result in a change of shift
- B. Persons transferred to a position must remain in that position for three months. Upon completion of the three month transfer period, the transferred employee is eligible to apply for a vacant or new position.

**ARTICLE FOURTEEN  
CREW LEADER**

**Section 14.01**

Where assigned by the Board, the Crew Leader shall be responsible for the general condition of his/her assigned area. In addition, Crew Leaders shall be responsible for the operation and coordination of the members of the Custodial Crew that are typically assigned the second shift. This supervision may include observations, training, retraining and inspections. During times when school is not in session, this responsibility will continue and will extend to include other custodians normally scheduled at the facility.

**ARTICLE FIFTEEN**  
**DISCIPLINE**

**Section 15.01**

All discipline shall be for just cause. Ordinarily, progressive discipline shall occur as follows:

- A. A first offense may result in up to a warning letter.
- B. A second offense may result in a one (1) day suspension.
- C. A third offense may result in up to a three (3) day suspension.
- D. A fourth offense may be deemed just cause for termination.
- E. Discipline for substance abuse violations shall be issued pursuant to the Drug and Alcohol Policy that is Appendix C to the Agreement. Such discipline shall be deemed to be for just cause.

In cases of serious misconduct, progressive discipline may not be applicable.

**Section 15.02**

All notices with respect to disciplinary action must be in writing to the employee with a copy to the Union.

**Section 15.03**

Non-probationary employee(s) must be given an opportunity to have a Loudermill pre-termination hearing prior to discharge.

**Section 15.04**

The Superintendent or his/her designee may require an employee to submit to drug or alcohol testing when the supervisor has reason to believe that the employee is under the influence of drugs or alcohol when reporting for or being on duty or has been using drugs or alcohol while on duty. The supervisor's observations of the employee's behavior shall be confirmed by another person before testing is required.

**ARTICLE SIXTEEN**  
**MISCELLANEOUS PROVISIONS**

**Section 16.01 - Uniforms**

Employees shall be provided uniforms at no cost. The Board will consult with the Union on the type of uniforms to be selected. Uniforms shall consist of not more than five (5) pairs of pants and eight (8) shirts. Employees shall launder uniforms at their own expense and shall maintain uniforms in good condition and general appearance, normal wear and tear excluded. Employees

shall wear uniforms whenever on duty. Employees may wear shorts, but not swim wear or cut offs during the summer recess. Custodians shall receive the same annual shoe allotment of up to \$100, as is provided to maintainers.

### **Section 16.02 - Tools and Other Equipment**

Employees using school system tools and equipment are responsible for the proper use, care and maintenance of that equipment. Equipment is to be used only for its intended purpose and returned clean upon completion, ready for use. Only department personnel are authorized to use tools and equipment. Equipment is to be used for the purposes of performing assigned duties while in the employment of the school system. Personal use of school property is not allowed without the written permission of the Board. Should issued items become broken, damaged, or unsafe and unfit for its intended task, staff are to immediately discontinue use of the item, lock-out/tag out as appropriate and report the condition.

### **Section 16.03 - Vehicles and Motorized Machines**

- A. Employees assigned vehicles registered to the Board are responsible for their use. All vehicles are to be kept clean and in proper operating condition. Vehicles may be operated only by employees authorized to operate vehicles. Use of the vehicle for personal reasons is not allowed.
- B. Employees are expected to maintain vehicles while on duty.
- C. Operators of vehicles are expected to maintain their driver's license in good standing. Any employee who loses his/her license may be subject to lay-off without regard for seniority. The operator of School owned vehicles is to obey all traffic laws at all times when the vehicle is in use. Employees are responsible to assure that all required registrations, insurance certificates and associated paperwork are maintained in the vehicle.

### **Section 16.04 - Phones**

- A. The Board reserves the right to assign employees the use of cell or push-to-talk phones. Phones are intended to be used for work purposes. Occasional and brief personal use is permitted subject to monitoring and regulation. Excessive use will result in a loss of phone privileges and reimbursement to the Board for the excess cost for personal calls.
- B. Employees assigned phones are responsible for their proper use and care. Phones broken during business hours will be replaced by the Board at no cost to the employee. Broken phones must be returned to the office issuing the phone. The Board will replace phones lost by the employee.

**Section 16.05 - Reimbursement for Use of Private Vehicles**

Employees who use their private vehicle in the course of performing work for the Board shall be compensated at the mileage rate as defined by the IRS. This rate shall be adjusted annually in June to reflect the IRS rate.

**ARTICLE SEVENTEEN  
DURATION**

**Section 17.01**

This Agreement shall be effective upon signing and it shall remain in full force and effect through June 30, 2022. Negotiations for a successor Agreement shall be governed by applicable law.

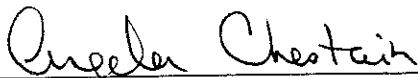
**Section 17.02**

In the event that the Board and the Union fail to secure a successor to this Agreement prior to its expiration as set forth in Section 17.01 hereof, each provision of this Agreement shall be continued in full force and effect thereafter until a successor to this Agreement becomes effective.

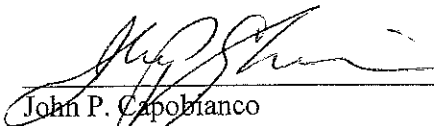
IN WITNESS WHEREOF, the parties have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**BOARD OF EDUCATION**

**LOCAL 677**



Angela Chastain  
Board Chair



John P. Capobianco  
Secretary/Treasurer

## APPENDIX A

### WAGE SCHEDULE

Position	Retroactive To	Effective	Effective
	07/01/19	07/01/20	07/01/21
Custodian	\$23.43	\$23.90	\$24.32
Custodian/Groundskeeper	\$24.30	\$24.78	\$25.22
Groundskeeper	\$24.88	\$25.38	\$25.82
Painter	\$24.88	\$25.38	\$25.82
Maintainer I	\$26.09	\$26.61	\$27.08
Maintainer II*	\$27.89	\$28.45	\$28.95

\*With a License or Receiving Rate of \$19.56 as of June 30, 2004

#### Maintainer II License

Persons qualified for the position of Maintainer II are those individuals that are recognized and registered with those departments of the State of Connecticut that have jurisdiction for determining the status of licensed trade persons. For the purposes of this agreement, Maintainer II will hold and maintain current, at their own expense, any of the following licenses:

1. Plumber P1 or P2
2. Electrician E1 or E2
3. Heating and Cooling Mechanic S1 or S2 or D2
4. Sprinkler Fitter F1 or F2
5. Or any other comparable state license required by the Board.

Each Maintainer II with a current state license shall be paid an hourly premium as follows:

As of the date the Agreement is signed	\$0.50
Effective 7/1/09	\$0.75
Effective 7/1/10	\$1.00

#### Foreman/Crew Leader Stipend

The individual assigned the position of Maintenance Foreman shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour for each hour worked.

Any Custodian or Groundskeeper who is assigned as a Crew Leader shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour for each hour worked.

Effective from the date the Agreement is signed, the Maintenance Foreman/Crew Leader Stipend shall be \$1.50 for each hour worked.

New Hires

During an employee's probationary period as defined in Section 8.02, the employee's straight time rate of pay may be five percent (5%) below the straight time hourly rate for each job classification. If the employee is paid below the straight time hourly rate during the probationary period, the employee shall be paid the regular rate upon successful completion of the probationary period.

## APPENDIX B

### Custodian Overtime Procedure Guide

The following procedures shall apply when schools are in session:

1. Application of this Overtime Procedure Guide. These procedures shall apply when a custodian is absent for three or less consecutive work days that occur when school is in session. When the absence is greater than three consecutive work days, a non-bargaining unit substitute may be scheduled.
2. When a first shift custodian is absent, a second shift custodian in the building shall be scheduled for up to eight hours to cover the absence. In the case of a late absence report, other first shift bargaining unit employees may be assigned to cover the absence until a second shift custodian is notified and reports for work. The second shift custodian shall also work the first four hours of his/her second shift schedule. The second shift custodian shall receive his/her regular night shift differential pay for eight of the hours he or she works on that day.
3. When a second shift custodian is absent, one of the other custodians in the building shall be held over to work an additional two hours or two custodians shall be held over to work an additional one hour to cover the absence.
4. Custodians assigned to the building where the absence has occurred shall be given the opportunity to volunteer for the overtime work in order of seniority. If there are no volunteers, the least senior available custodian in the building shall be ordered in to perform the work. If no custodians from the building can be located, custodians in other buildings shall be given the opportunity to perform the overtime work pursuant to the procedures of Section 8.05 of the collective bargaining agreement. If no bargaining unit custodians can be located, non-bargaining unit substitutes may be assigned to cover the absence.
5. Management reserves the right to assign, at its discretion, additional overtime work whenever necessary.
6. This Overtime Procedure Guide supersedes any inconsistent provision of the Collective Bargaining Agreement.

## APPENDIX C

### NEW MILFORD BOARD OF EDUCATION AND TEAMSTERS LOCAL NO. 677

#### Drug and Alcohol Policy

##### PURPOSE

The New Milford Board of Education and Teamsters Local No. 677 are committed to maintaining a work environment free from the adverse impact of employee drug and alcohol abuse.

##### DEFINITIONS

**Alcohol** – The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol.

**Alcohol Concentration (or content)** - The amount of alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

**Alcohol Use** - The consumption of any beverage, mixture or preparation containing alcohol.

**Controlled Substance (Drugs)** – Marijuana (THC), cocaine, opiates, including heroine, phencyclidine (PCP) and amphetamines (including methamphetamines).

**Employee** – Any employee who is covered by the Collective Bargaining Agreement between the New Milford Board of Education and Teamsters Local 677.

**Employer** – The New Milford Board of Education.

**Positive Test Result** – A test result showing the presence of a controlled substance or an alcohol concentration of 0.02 or greater.

**Prescription Drug** - Any drug prescribed to an employee by a licensed physician which is in its original container with the original label identifying the employee's name, the drug, and the doctor prescribing the medication, and which is used strictly according to the instructions and prohibitions contained in the prescription.



## APPENDIX C

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**Refuse to Submit** - (to an alcohol or controlled substance test) An employee (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide an adequate urine specimen without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process. Absent a medical condition, as determined by a licensed physician, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take the test. If the employee is unable to produce an adequate urine specimen, he/she shall be given up to 40 ounces of fluids to drink and shall remain at the collection site under observation until able to produce an adequate specimen, for a period of up to three (3) hours. If the employee is still unable to produce an adequate specimen, the Board shall direct the employee to undergo an evaluation by a licensed physician concerning the employee's inability to provide an adequate amount of urine. If the physician concludes that there is no medical condition that would preclude the employee from providing an adequate amount of urine, the employee will be considered to have refused the test.

### TESTING

All testing shall be done in accordance with state-of-the art specimen collection, chain of custody and laboratory procedures. An employee who has provided a urine specimen and has received notice of a positive test result showing the presence of illegal controlled substances may request an analysis of the split urine specimen. Such request must be made within 72 hours of the employee's receipt of the positive test result. If the results of the split specimen analysis fail to confirm the positive test result on the primary specimen, the first positive test result will be disregarded by the Board.

### TYPES OF TESTS

**Reasonable Suspicion** - The Board will require an employee to be tested whenever it has a reasonable suspicion that he/she has violated this Policy through the use of alcohol or a controlled substance. Reasonable suspicion for alcohol or drug misuse will be based on specific contemporaneous articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations may include the indication of chronic and withdrawal effects of controlled substances. The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. The observations must be confirmed by another person.

## **APPENDIX C**

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**Return to Duty** - After being removed from duty pursuant to this Policy, an employee with a positive test result who wants to be reinstated must undergo a return-to-duty alcohol test if the test result was for alcohol and/or undergo a controlled substances test if the test result was for controlled substances.

**Follow-Up Testing** - An employee who has been identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use is subject to follow-up testing after receiving treatment and/or returning to work. Follow-up testing consists of unannounced tests scheduled at the direction of the substance abuse professional for up to twelve (12) months after return to work.

### **RECORDS**

The Board is responsible for making and maintaining accurate records, including the confidentiality of such records, in connection with the implementation of this Policy.

### **EMPLOYEE AWARENESS AND SUPERVISOR TRAINING**

The Board shall provide each employee with a copy of this Policy. The Board shall provide a training session prior to the initial implementation of the Drug and Alcohol Policy. Each employee shall sign a statement certifying receipt of the Drug and Alcohol Policy and their attendance at the training session. The statement shall be retained in the employee's personnel file. New employees shall be given a copy of the Policy when hired and shall acknowledge receipt of the Policy in writing.

The Board shall provide each employee in a supervisory or working supervisory position that would place the employee in a position of determining whether reasonable suspicion exists, with at least sixty (60) minutes of training in alcohol misuse and in controlled substance use and abuse. Such training shall cover the physical, behavioral, speech and performance indicators of probable alcohol and controlled substance use and abuse.

### **REHABILITATION AGENCY**

The Board, at its own expense, shall maintain a relationship with a substance abuse rehabilitation agency to allow referral of employees under this Policy for initial evaluation.

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### COSTS

**Testing Costs** - The Board shall pay for all costs associated with the initial screening and confirmation tests, including return to duty tests. The employee shall pay for all costs associated with any second laboratory analysis requested by the employee.

**Paid For Time** - Employees directed by the Board to submit to reasonable suspicion or follow-up testing shall be considered on duty and shall be paid at the applicable straight time or overtime rate for all the time at the collection site and for travel time. Employees submitting to return-to-duty testing are not considered on duty and are not paid for such time.

**Rehabilitation/Follow-up Program Costs** - Any cost of evaluation and/or rehabilitation over and above that paid for by the employee's medical insurance shall be the responsibility of the employee.

### RULES OF CONDUCT

No employee shall manufacture, possess, distribute or use Alcohol in the workplace while on duty.

No employee shall manufacture, possess, distribute or use Controlled Substances, other than the use of a prescription drug, in the workplace while on duty.

No employee shall report to duty or perform his/her job while having an alcohol concentration of 0.02 or higher or under the influence of a Controlled Substance.

No employee shall refuse to submit to a drug and/or alcohol test when it has been determined there is reasonable suspicion. A refusal shall be considered a first positive test result for controlled substances and a second positive test result for alcohol for which the appropriate discipline will be imposed.

No employee shall refuse evaluation or fail to complete rehabilitation and follow-up programs prescribed by a substance abuse professional. Such conduct shall be considered a third positive test result for alcohol or a second positive test result for drugs for which termination of employment will be imposed.

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### DISCIPLINE

**Removal from Duty** – An employee charged with a violation of the foregoing rules of conduct will be removed from duty pending a complete investigation and disciplinary determination. An employee undergoing reasonable suspicion testing will be removed from duty pending the test results. If the test results are negative, the employee will be returned to work with full back pay unless the suspension was imposed for additional reasons for which back pay should not be paid. An employee who tests positive for alcohol or controlled substances will remain off duty pending a complete investigation and disciplinary determination.

**Consequences of Positive Test Results** – A positive test result will be treated as an “occurrence” in the application of the following discipline. An employee who tests positive for alcohol or controlled substances shall be subject to the following discipline:

#### **Positive Alcohol Test (0.02% or Higher):**

First occurrence:	Five (5) day suspension without pay.
Second occurrence:	Fifteen (15) day suspension without pay; referral to rehabilitation agency, successfully complete follow-up treatment and testing, if recommended, and a return to duty test (negative).
Third occurrence:	Termination.

#### **Positive Drug Test for Controlled Substances:**

First occurrence:	Fifteen (15) day suspension without pay; referral to rehabilitation agency, successfully complete follow-up treatment and testing, if recommended, and a return to duty test (negative).
Second occurrence:	Termination.

#### **Manufacture, Possession, Distribution or Use of Alcohol or Controlled Substances in the Workplace While on Duty:**

First occurrence:	Termination
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### ACKNOWLEDGEMENT OF NOTICE OF POLICY

Employees will acknowledge having received a copy of this policy on a form provided by the Board.