

AGREEMENT
BETWEEN THE
MERIDEN BOARD OF EDUCATION
AND THE
MERIDEN FEDERATION OF MUNICIPAL
EMPLOYEES
JULY 1, 2019-JUNE 30, 2022

CITY CLERK
MERIDEN, CONN.

2019 SEP 18 AM 9:17

Dennis J. Standy

19

FINAL

TABLE OF CONTENTS

	PAGE
AGREEMENT.....	1
ARTICLE I - RECOGNITION	1
1.1 Recognition	1
ARTICLE II - NEGOTIATION	1
Negotiation over Successor Agreement and Budget	1
2.1 Negotiation over Successor Agreement and Budget	1
2.2 Negotiation over Successor Agreement and Budget	1
2.3 Negotiation over Successor Agreement and Budget	1
ARTICLE III - GRIEVANCE PROCEDURE	2
3.1 Purpose	2
3.2 Definitions	2
3.3 Time Limits	2
3.4 Informal Procedure	2
3.5 Formal Procedure.....	3
ARTICLE IV - SALARIES.....	5
4.1 Salary Schedule	5
4.2 Longevity Payments	5
ARTICLE V - INSURANCE	6
5.1 Insurance.....	6
5.2 Insurance.....	8
5.3 Health Insurance Advisory Committee	8
ARTICLE VI - WORKING CONDITIONS	8
6.1 Vacancies.....	8
6.2 Transfer.....	8
6.3 Promotion	9
6.4 Work Day.....	9
6.5 Holidays.....	11
6.6 Vacation.....	12
6.7 Sick Leave	12
6.8 Absences Due to Death in Immediate Family	13
6.9 Retirement.....	13
6.10 Termination.....	13
6.11 Personal Days	14
6.12 Work Schedules.....	14
6.13 Overtime Assignments.....	14
6.14 Assignment of Relatives.....	15
6.15 Federation Security	15
6.16 Seniority.....	15
6.17 Lay-Off	16
6.18 Safety Committee	16
6.19 Leaves of Absence.....	16
ARTICLE VII - PRIOR POLICIES AND BENEFITS	16

7.1 Prior Policies and Benefits.....	17
ARTICLE VIII - FEDERATION RIGHTS.....	17
8.1 Contract Distribution	17
ARTICLE IX - DISCIPLINE AND DISCHARGE.....	17
9.1 Discipline.....	17
9.2 Discipline.....	17
ARTICLE X - DURATION OF AGREEMENT.....	17
10.1 Duration of Agreement	17
10.2 Duration of Agreement	17
APPENDIX A - Salary Schedule2019-2020	18
APPENDIX B - Salary Schedule 2020-2021	20
APPENDIX C - Salary Schedule 2021-2022	22
APPENDIX D – Insurance	24

This Agreement is made and entered into on this 17th day of September, 2019 by and between the MERIDEN BOARD OF EDUCATION (hereinafter referred to as the "Board") and the MERIDEN FEDERATION OF MUNICIPAL EMPLOYEES of the American Federation of Teachers AFT Connecticut (AFT-CT) (hereinafter referred to as the "Federation").

ARTICLE I RECOGNITION

1.1 Recognition

The Board recognizes and certifies the Federation as the exclusive bargaining representative for all employees in the unit of the Board engaged in maintenance and custodial work, and transportation operators, in the public school system of the City of Meriden, for the purposes of collective bargaining, and with all the rights and privileges as provided by Section 7-467 through 7-477 of the Connecticut General Statutes, as amended, in accordance with the Recognition Agreement executed between the Board and the Federation on December 7, 1964.

ARTICLE II NEGOTIATION

Negotiation over Successor Agreement and Budget

- 2.1 Not later than 120 days preceding the expiration of this Agreement, the Parties hereto agree to negotiate in good faith, pursuant to Sections 7-467 through 7-477 of the Connecticut General Statutes, as amended, in accordance with procedures set forth herein, to secure a Successor Agreement relative to all matters concerning salaries, and all other conditions of employment.
- 2.2 During negotiations, the parties shall present relevant data, exchange points of view, and make proposals and counter proposals. Either party may, at its own expense, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation. The Board shall make available to the Federation for inspection such pertinent records and information which it shall deem necessary for negotiation.
- 2.3 The Parties may, by mutual agreement, at any time during the term of this Agreement, modify the language contained herein.

ARTICLE III
GRIEVANCE PROCEDURE

3.1 Purpose

- (a) The purpose of this procedure is to equitably resolve any alleged breaches of this Agreement or problems incident to duties and working conditions through honest and open discussion at the lowest possible administrative level. Both parties agree that the proceedings will be kept as confidential as is appropriate.

3.2 Definitions

- (a) "Grievance" shall mean a violation of a specific term or terms of this Agreement or a problem incident to duties and working conditions to the detriment of an employee or group of employees.
- (b) "Employee" shall mean any member of the bargaining unit.
- (c) "Grievant" shall mean the person or persons making the claim.
- (d) "Days" shall mean workdays of the bargaining unit.

3.3 Time Limits

- (a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered a maximum. The time limits specified may, however, be extended by written agreement of the grievant or union and the Director of Personnel.
- (b) If an employee does not file a grievance pursuant to the formal procedure in writing within thirty (30) days after he/she knew of or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- (c) Failure by the grievant at any level to appeal a grievance to the next level in writing within the specified time limits shall be deemed to be a waiver of the grievance.
- (d) Failure by any administrator to meet with the grievant or render a decision within the specified time limits shall allow the grievant to proceed to the next level of the procedure.

3.4 Informal Procedure

- (a) If an employee feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.

3.5 Formal Procedure

(a) Level One - Immediate Supervisor

- (i) If the Grievant is unable to resolve the grievance at the informal level, he/she may, after the informal meeting with the immediate supervisor, file a written grievance with the immediate supervisor setting forth the specifics that the individual believes are grievable and the proposed remedy being sought.
- (ii) Within five (5) days after the receipt of this formal grievance, the immediate supervisor will hold a meeting with the grievant.
- (iii) The immediate supervisor shall, within eight (8) days after the meeting, render a decision with the reasons therefor in writing to the grievant.

(b) Level Two - Director of Personnel

- (i) If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may, within ten (10) days after the decision or fourteen (14) days after the Level One meeting, file the grievance with the Director of Personnel.
- (ii) The Director of Personnel shall, within five (5) days after receipt of the grievance, meet with the grievant.
- (iii) The Director of Personnel shall, within eight (8) days after the hearing, render a decision with the reasons therefor in writing to the grievant.

(c) Level Three - Superintendent of Schools

- (i) If the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may, within ten (10) days after the decision or fourteen (14) days after the Level Two meeting, file the grievance with the Superintendent.
- (ii) The Superintendent or his/her designee shall, within five (5) days after receipt of the grievance, meet with the grievant. The Federation shall be notified of the meeting time and date and may be present.
- (iii) The Superintendent or his/her designee shall, within nine (9) days after the hearing, render a decision and the reasons therefor in writing to the grievant and the Federation.

(d) Level Four - Arbitration

- (i) Only those grievances which violate the specific terms of this Agreement shall be arbitrable. If the Federation is not satisfied with the disposition of a grievance at Level Three that is arbitrable, the Federation may, within fourteen (14) days after the decision or within twenty-one (21) days after the meeting with the Superintendent, submit the grievance to arbitration. Should the Federation decide not to proceed to arbitration, the grievance shall be deemed to be dropped.

If the parties cannot mutually agree upon a single arbitrator, the Federation shall submit the grievance to arbitration by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The American Arbitration Association shall then act as the administrator of the proceedings.

- (ii) The arbitrator selected shall confer promptly with the representatives of the Board and the grievant, shall review the record of prior hearings, and shall hold such further hearings as he/she shall deem requisite.
- (iii) The arbitrator shall be bound by the Voluntary Labor Arbitration Rules. He/she shall hear only one grievance at a time. He/she shall have no power to add to, delete from, or modify any provisions of the agreement. The decision of the arbitrator shall be final and binding upon the parties.
- (iv) The costs of the services of the arbitrator shall be born equally by the Board of Education and the Federation.

(f) Right of Employees to Representation

- (i) No reprisals of any kind shall be taken by either party or by any member of the Administration against any participant in the grievance procedure by reason of such participation.
- (ii) The grievant may only be represented by a Federation Representative in the grievance procedure.

(g) Miscellaneous

- (i) Employees shall utilize this grievance procedure before seeking other legal or administrative remedies to resolve their grievances, as that term is defined in Section 3.2.
- (ii) All documents, communications and records generated by a grievance shall be filed separately from the personnel files of the participants.

- (iii) Grievances dealing with matters outside the jurisdiction of the employee's immediate supervisor shall start at the Director of Personnel level.

ARTICLE IV
SALARIES

4.1 Salary Schedule

- (a) The salaries of all persons covered by this Agreement are set forth in Appendices "A", "B" and "C" and are made a part of this Agreement. The following wage increases are reflected in those Appendices:

Effective and retroactive to July 1, 2019: 2.0%
July 1, 2020: 1.9%
July 1, 2021: 1.9%

- (b) Upon satisfactory completion of a probationary period of six (6) months, a new employee will be advanced to the established rate of pay for his/her position.
- (c) Employees who are promoted will have a probationary period of three (3) months.

4.2 Longevity Payments

- (a) Annual longevity payments shall be granted to all persons covered by the Agreement who have completed the necessary years of service based on the following schedules:

Completion of 5 years	\$200.00
Completion of 10 years	\$300.00
Completion of 15 years	\$400.00
Completion of 20 years	\$500.00

- (b) Longevity payments shall be made on the first payday of July or December following the completion of the necessary years of service. Said payment shall be in one lump sum to employees of record on the date of distribution.
- (c) Those employees who retire and meet the retirement eligibility requirements outlined in the City of Meriden Pension Plan shall receive a prorated longevity payment based upon their date of hire on their date of termination. Retiring employees need not be enrolled in the City of Meriden Pension Plan to receive this longevity payment.

- (d) For the purpose of this section, years of service will be computed on a monthly basis commencing on the date of employment with twelve months of service equal to one year.

ARTICLE V INSURANCE

5.1 Insurance

The Meriden Board of Education offers the following insurance benefits to its full time employees:

1. Medical Insurance

a. High Deductible Health Plan - HSA Plan: a High Deductible Health Plan HSA with a \$2,000/\$4,000 deductible, of which, the employer will fund fifty percent (50%) of the deductible each year. Furthermore, (1) there shall be no prescription copayments after the deductible is met, (2) Employer funding will occur on or about July 1 and on or about January 1 in two separate payments

and (3) a weight loss program shall be implemented for members of the unit who participate in the wellness program, with \$100 Board subsidy of the fee.

b. Cigna Co-pay Plan: the current Cigna co-pay plan with a premium contribution rate as described below.

c. The HDHP-HSA plan and Cigna Co-Pay plan referenced in subparagraph a and b, above, shall be attached and made a part of this agreement for informational purposes only as Appendix D.

d. The HDHP-HSA Plan will be the sole insurance option for the duration of this contract, except that employees who are not eligible for the HDHP-HSA plan because they participate in Medicare or because they have received benefits from the Veteran's Administration in the last three months shall be permitted to continue in the current Cigna Co-Pay plan with a premium contribution rate as described below.

To be eligible to receive medical and dental insurance benefits set forth in this Article, the employee shall annually contribute the following percentages toward the total premium cost:

	<u>HDHP-HSA</u>	<u>Co-Pay Plan</u>
Upon ratification	16%	21%
July 1, 2020	17%	22%
July 1, 2021	18%	23%

However, participants in the biometric wellness program shall have a 2% reduction of the above premium rates. Participants who participate in the biometric wellness program and also get a physical examination in accordance with the recommended schedule under the applicable plan (and whose spouse gets a physical in the event of spousal coverage) shall have an additional 2% reduction of the above premium rates. This additional 2% reduction applies only to employees (and/or spouses) who participate in the biometric wellness program and get a physical examination.

Beginning effective July 1, 2018, participants in the biometric wellness program will be required to meet their wellness goals in order to receive any of the premium reductions above.

The Board of Education shall implement a Section 125 premium conversion plan for such contributions. The Board shall contribute the remaining portion of the cost for these benefits.

2. Cigna Dental The basic dental plan and riders A, B, C, D and unmarried dependent children rider for the employee and his/her dependents.

3. Life Insurance A \$30,000 life insurance policy with a \$30,000 accidental death and dismemberment benefit for the employee with the Metropolitan Life Insurance Company. There is no cost to the employee.

4. Retirees' Benefits Retiring employees may purchase under the group rate of the Board of Education, the medical insurance provided by the Board at the time of retirement subject to the terms of the insurance carrier. Subsequent to retirement, retirees shall be eligible only for plans offered active employees as those plans may be changed from time to time.

Details of the plans are available in literature provided by the insurance carriers.

- 5.2 In each case where the name of the particular company or a specific plan has been used in this section, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company or any specific plan. In each case, the Board is free to seek comparable insurance with other companies.
- 5.3 Health Insurance Advisory Committee - The Meriden Federation of Municipal Employees agrees to participate and be represented on the City of Meriden Health and Medical Insurance Advisory Committee. The call of the committee is to explore and continue to recommend ways to curb the escalating costs and to maintain the current level of benefits. If the committee makes any recommendations that would require contract language changes, the Meriden Federation of Municipal Employees agrees to present such recommendations to the bargaining group for acceptance. The Board may elect to change carriers for any of the benefits specified in this Article, provided the coverage is equivalent to the coverage in effect immediately prior to the change, and provided the cost to the employees is not greater than it would be if no change had been made.

ARTICLE VI WORKING CONDITIONS

6.1 (a) Vacancies

Vacancies shall be announced to present staff members one week prior to being advertised outside the system. For purposes of this article it is understood that day positions, defined as an assignment with the majority of scheduled hours prior to 3:00 p.m., shall be announced as a vacancy. Where the qualifications of two or more applicants are substantially equal, preference for filling the vacancy will be given to members of the bargaining unit. A copy of all postings will be sent to the Union President via interoffice mail simultaneously with the posting.

Notwithstanding the foregoing, the following will apply for the a vacancy in the position of Certified Pool Custodian. The Board will pick the top three applicants for the position and will pay for them to take the certification class and test. If there are applicants for the Certified Pool Custodian vacancy who have five or more years of bargaining unit seniority, then the applicant with such seniority who receives the highest passing score on the certification test will be awarded the position. Where no applicants for the Certified Pool Custodian vacancy have five or more years of seniority, then the applicant who receives the highest passing score on the certification test will be awarded the position. If there is a tie score, then the most senior applicant will be awarded the position. Examples follow:

Example 1: a member with six years seniority scores 80% on the test, and a member with two years seniority scores 90% on the test. The member with six years seniority will be awarded the position.

Example 2: a member with ten years seniority scores 80% on the test, a member with six years seniority scores 90% on the test, and a member with two years seniority scores 100% on the test. The member with six years seniority will be awarded the position.

Example 3: a member with four years seniority scores 80% on the test, and a member with two years seniority scores 90% on the test. The member with two years seniority will be awarded the position.

(b) Initial Employment

New employees shall serve a six (6) months probationary period and shall not be eligible for a transfer or a promotion during the probationary period. The probationary period of an employee may be extended by mutual agreement of the parties. During this probationary period, new employees shall have no access to the grievance procedure with respect to disciplinary issues, including discharge. The on-site head custodian shall be involved in the interview and selection process for new custodians. If the head custodian is absent, the Union executive board will appoint a designee with reasonable prior notice. Additionally, other members of the bargaining unit may participate in the interview and selection process upon mutual agreement of the parties.

6.2 Transfer

Present staff of the unit may apply for transfer at the time of announcement of vacancies. Where two or more applicants from the bargaining unit are substantially equal in qualifications, the applicant with the greatest seniority shall be transferred. Upon receiving a transfer, the successful applicant will not be eligible for another transfer for a period of three (3) months.

6.3 Promotion

- (a) The Board shall have the discretion to promote employees based on their qualifications, which includes their skills, experience, performance, and job history. In addition, applicants for a Head Custodian position must have a minimum of five years experience in a Custodian position with the Board. Where two or more applicants from the bargaining unit are substantially equal in qualifications, the applicant with the greatest seniority shall be promoted.

Promotion Probationary Period

- (b) Employees who are promoted will serve a three (3) month probationary period. If, during the probationary period, the Board determines that the employee is not capable of performing the duties of the position to which he/she has been promoted, the employee shall be entitled to return to his/her former position at the established wage rate with no loss of seniority and/or any other rights and

benefits. If it is necessary to provide a vacancy for the reinstatement of the employee to his/her former position, the least senior employee in that classification shall be bumped to a lower classification, or in the event there is no lower classification, be terminated.

6.4 Work Day

- (a)
 1. All full time employees shall work an eight (8) hour day. All day shift custodians shall start work between the hours of 5:30 a.m. and 10:30 a.m. and shall complete their regular shifts 8.5 hours after their start time. All night shift custodians shall start work between the hours of 1:30 p.m. and 3:00 p.m. and shall complete their regular shifts 8 hours after their start time. Prior to involuntarily changing the existing schedule of a fulltime custodian, pursuant to these parameters, the Board shall seek volunteers by seniority within the school. If no volunteers are found, the Board shall assign the employee in the school with the least seniority to fill the new shift. A custodian's shift may begin outside these start times by agreement of the parties.
 2. All maintenance employees shall work from 7:00 a.m. to 3:30 p.m. with an uninterrupted lunch period of one-half hour. The parties recognize that the summer hours for the maintenance department shall be 6:00 a.m. to 2:30 p.m.
 3. Head custodians' schedules shall be arranged to meet the operating requirements of the schools to which they are assigned. Other day shift employees shall perform the majority of their scheduled hours prior to 3:00 p.m. Night shift employees shall perform the majority of their scheduled hours after 3:00 p.m.
 4. Each employee shall be provided with an uninterrupted lunch period of thirty (30) minutes, except that night shift employees must remain in the building during said lunch period.
- (b) In schools serviced by one custodian, during school hours the Superintendent of Schools may arrange an eight (8) hour day. The Board will make all reasonable efforts to provide employees with an uninterrupted lunch period of 30 minutes. If an employee is interrupted during his/her lunch period, the employee will be permitted to make up the remainder of his/her lunch period later in the same day.
- (c) Those employees working the night shift shall receive a ten percent (10%) per hour premium pay regardless of time of day worked when assigned by a supervisor to meet the operational requirement of the school system except during school vacation when no such premium shall be received.
- (d) All employment in the schools over eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one half. All work in excess of either

eight (8) hours per day or forty (40) hours per week must be pre-approved by the Supervisor of Building and Grounds or his/her designee. In the event that an employee is absent, the other employees assigned to that building shall not work additional hours or call for coverage without the approval of the Supervisor of Building and Grounds or his/her designee.

In the event that any employee covered by this Agreement is called in for special work at the time when not normally scheduled to work and such special work is not an extension of his/her normal work day, either by starting his/her normal work day early and working continuous hours with his/her normal work day or by working continuous hours after his/her normal work day, such employee shall be paid for a minimum of four (4) hours of work at time and one half.

- (e) (i) When a head custodian or other employee is absent for six (6) consecutive work days or more, the employee at that work location who is assigned by his or her supervisor to perform work for the absent employee shall be paid the established wage rate of the absent employee retroactive to the first day.
- (ii) Any night shift custodian who works the day shift in order to substitute for an absent head custodian, shall continue to receive his/her shift differential. If a night shift custodian substitutes for an absent head custodian six (6) consecutive work days or more, the night shift custodian shall be paid, in addition to his/her regular wage rate including the night shift differential, the difference between that wage rate and the head custodian established wage rate. Periods of such coverage necessitated by a vacation taken by a head custodian shall be excluded from the provisions of this subparagraph, and shall not be subject to payment of the differential.
- (iii) When any Tradesman Helper or Maintenance Helper performs the work of a higher classification for six (6) consecutive days or more, he/she will be paid at the higher rate retroactive to the first day. Periods of such coverage necessitated by a vacation taken by the employee in a higher classification shall be excluded from the provisions of this subparagraph, and shall not be subject to payment of the higher rate.

(f) Building Checks

Notice of all building checks shall be given to the head custodian or his/her designee at the work locations. If advance notification of a building check is given no later than twenty-four (24) hours prior to the end of the day shift on the last scheduled work day before the building check, then payment shall be a minimum of two (2) hours pay at time and one-half, otherwise payment for the building check shall be in accordance with Section 6.4(d).

- (g) Transportation operators who are given advance notice of overtime work on a Saturday and/or Sunday shall be paid a minimum of three (3) hours at time and one-half for an a.m. or p.m. run.

6.5 Holidays

All full time personnel covered by this Agreement are granted the following paid holidays:

- | | |
|------------------------|----------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veterans' Day |
| Floating Holiday* | Thanksgiving Day |
| Good Friday | Day After Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

*To be taken on a non-school day.

When one of these holidays fall on a Sunday, or when school is held on one of the holidays listed above, the holiday shall be observed on another day designated by the Administration. Such designation shall occur at the time that the school calendar is set. Holidays occurring during sick leave or vacation leave shall not be counted as a day of sick or vacation leave. Employees who are required to work on a holiday shall be paid two times (2x) the hourly wage rate in addition to the holiday pay.

6.6 Vacation

- (a) Each full time employee of the unit shall be entitled to two (2) weeks vacation leave with pay each year from the completion of the first year through the fifth year of service.

Full time employees of the unit shall be entitled to three (3) weeks vacation leave with pay from the beginning of the sixth year through the tenth year of service.

Full time employees of the unit shall be entitled to four (4) weeks vacation leave with pay beginning the eleventh year and thereafter.

During an employee's first year of employment, he or she will be credited with one week of vacation after the sixth month of service and one week of vacation after the twelfth month of service.

For the purpose of this section, years of service will be computed on a monthly basis commencing on the date of employment with twelve months of service equal to one year. Vacations shall be scheduled so as to meet the operation

requirements of the school system and preference of the employee. Vacation pay shall be paid on the payday preceding the employee's vacation.

In the event of an employee's death, vacation pay as determined in the above-referenced sections will be made to the employee's estate.

6.7 Sick Leave

- (a) Full time employees shall be granted full pay while absent for personal illness to an amount of fifteen (15) working days per year. Those not absent for personal illness, the full fifteen working days in any year may accumulate the unused portion of the sick leave allowance up to a maximum of one hundred and seventy five (175) work days. Sick time shall be used in increments of one hour.
- (b) In the event an employee exhausts his/her accumulation of sick days due to an extended illness, said employee shall have the right to petition the Superintendent of Schools or his/her designee for an unpaid leave of absence.
- (c) The school administration may require a medical report for absence of three (3) or more consecutive days due to illness. The school administration shall require a medical report for absence of five (5) or more consecutive days due to illness. An employee who uses fifteen (15) days of sick leave in any one year (July 1 to June 30) may be required by the Superintendent or his/her designee to submit a doctor's certificate. A doctor's certificate may also be requested in cases of suspected abuse of sick leave.
- (d) Annually each member of the unit shall be provided with an accounting of his/her sick leave accumulation.
- (e) In the event of an employee's death, compensation in a lump sum for that portion of unused sick leave accumulated to a maximum of one hundred and twenty (120) days will be made to the employee's estate.
- (f) An employee who has an illness or injury that has been accepted or approved under the Workers Compensation Act shall receive 100% compensation for three (3) months from the first day out of work due to the injury. Following the initial three (3) month period, the worker will receive the Workers Compensation rate as determined under the Workers Compensation Act. An employee with such a compensable injury can utilize his or her sick leave to supplement the Workers Compensation rate to the employee's regular pay rate, not to exceed 100% of the employee's regular pay rate. In the event that the illness or injury is not accepted or approved under the Workers Compensation Act, the employee shall use his or her sick time for any absences. The foregoing applies except where otherwise required by law.
- (g) Absences caused by an illness or injury covered by the Workers Compensation Act shall be counted concurrently under the Family Medical Leave Act

("FMLA") for employees who are eligible for family medical leave under the applicable statutes. Employees will not be terminated in a manner that is inconsistent with the FMLA or the Workers Compensation Act.

- (h) Where an employee has been released to return to work in a limited or restricted capacity, the Board shall determine whether any limited and/or restricted duty assignments are available for the employee that would be consistent with the restrictions identified by the employee's health care provider. If such an assignment is available, the employee will be required to return to work in that assignment. All such assignments shall be temporary in nature, subject to change, and shall not constitute a permanent condition. This section is not limited to illnesses or injuries under the Workers Compensation Act.

6.8 Absences Due to Death in Immediate Family

All employees may be absent with full pay up to five (5) consecutive working days on each occasion of the death of a member of his/her immediate family (parent, sibling, spouse, child, grandchild, parent-in-law), commencing on the day following the death. All employees may be absent with full pay for up to two (2) consecutive working days on each occasion of the death of a grandparent, commencing on the day following the death. Where the deceased is not a member of the immediate family, but unusual circumstances require the employee to be absent, the Superintendent may approve such absence under this section. If a death in the immediate family occurs during an employee's vacation period, absence will be covered under the provisions of this section and not under Article 6.6, Vacation.

6.9 Retirement

Employees of the unit are required to participate in the Pension Plan adopted by the Court of Common Council, City of Meriden, on August 12, 1972.

6.10 Termination

A member of the unit who wishes to terminate employment with the Board of Education shall submit a two (2) week written notice to his/her immediate supervisor and the Director of Personnel. An employee who separates under honorable circumstances or who retires according to the Rules and Regulations established by the Board, shall be entitled to compensation in a lump sum for that portion of unused sick leave which has been accumulated not to exceed one hundred and twenty (120) days, effective immediately. The compensation shall be one-half the rate of compensation earned by the employee at the time of his/her separation or retirement. An employee who retires according to the Rules and Regulations established by the Board with at least twenty (20) years of service for the Board of Education, shall be entitled to compensation in a lump sum for that portion of unused sick leave which has been accumulated not to exceed one hundred sixty (160) days. The compensation shall be one-half the rate of compensation earned by the employee at the time of his/her separation or retirement.

6.11 Personal Days

A member of the unit who has been employed for at least six (6) months may be absent for personal reasons up to three (3) days each year with no loss of pay, except the day preceding or following a vacation or holiday. Personal days may be used in increments of one (1) hour. Members of the unit shall make every reasonable attempt to limit absences for personal reasons to personal business that cannot be transacted at any other time. Except in cases of emergency, requests must be submitted in writing to the principal, or supervisor, not less than two (2) days in advance. Each day shall be strictly personal and shall be granted by the system.

6.12 Work Schedules

The Parties shall continue to discuss, in good faith, Work Schedules.

6.13 Overtime Assignments

- (a) A list showing all overtime hours worked or refused by each employee assigned to that work location shall be maintained and posted at each work location. An overtime chart showing regular overtime assignments and building rental overtime assignments shall be conveniently and conspicuously posted at each work location. The opportunities to work overtime shall be divided equally among employees.
- (b) Overtime opportunities in the Maintenance Department shall be divided equally among the maintenance employees within each classification.
- (c) Overtime Volunteer Roster - a volunteer roster shall be developed, listing custodial employees who are willing to accept overtime assignments at a work location other than their regular work location. Available overtime hours shall be assigned on an equitable basis among those on the list and such assignments shall be the responsibility of the Manager of Buildings and Grounds or his/her designee, which could include a Head Custodian. Under no circumstances shall this volunteer roster be used to replace employees regularly assigned to a given work location. Available overtime hours at a work location must first be offered to the employees assigned to that work location. If no one accepts the overtime hours then the overtime hours shall be offered to employees on the overtime volunteer roster. The overtime volunteer roster shall be prepared each year during July. Any employee on the roster who declines an overtime opportunity four (4) times during the year shall be removed from the list. A copy of the volunteer roster shall be sent to the Federation by August 1st of that year.

6.14 Assignment of Relatives

Relatives, i.e., husband-wife, father-son, brother-brother, brother-sister, etc., shall not be assigned to the same building where they would function in a supervisor-subordinate relationship. Any relations presently employed in such a capacity shall continue in the present assignment until a vacancy occurs that would allow the subordinate to transfer to another building.

6.15 Federation Security

All employees may join the Federation and pay Union dues through payroll deduction or by check to the Federation. All monies shall be forwarded to the Federation monthly. Dues revocations are processed by the Federation. In the event that an employee revokes their dues, the Federation will notify the Board of the revocation.

The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees, in both their individual and official capacities, from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above payroll deduction provisions, or in reliance on any list, notice, certifications of deductions or revocations.

6.16 Seniority

- (a) Seniority shall begin on the date of hire, with the employee hired last having the least amount of seniority and the employee hired first having the greatest amount of seniority, except that, with respect to involuntary lay-off ONLY:
 - (i) an employee, who is president, vice president, treasurer or secretary of the Federation at the time of involuntary lay-off, shall have the greatest amount of seniority, regardless of date of hire. No more than four (4) employees shall have superseniority rights with respect to involuntary layoff at any one time.
- (b) Date of hire, in the event of a voluntary interruption of employment, shall mean the most recent date of hire.
- (c) All seniority shall cease, with respect to involuntary lay-off, when the lay-off has extended for a continuous period of sixty-five (65) weeks.
- (d) The Board shall maintain a seniority list and shall provide a copy thereof to the Federation at least annually, on or about August 1st.
- (e) If an employee, who voluntarily leaves employment for a period of thirty (30) days or more without a leave of absence after July 1, 1982, is rehired, that employee's past services rendered to the Board shall not be recognized for purposes of acquiring benefits such as longevity payments and vacation time.

6.17 Lay-Off

- (a) For the purpose of lay-off, there shall be three classes of employees:
 - (i) Maintenance, custodians capable of doing the job.
 - (ii) Electrician, carpenter, plumber, mechanic and locksmith capable of doing the job.
 - (iii) Transportation Operators.
- (b) Within each class, in the event of involuntary lay-off or lay-offs, the lay-offs shall be in the order of least seniority first and greatest seniority last, as seniority is defined in section 6.16 of this Agreement.
- (c) In the event of rehire, after an involuntary lay-off or lay-offs, the rehire shall be in the order of greatest seniority first and least seniority last, as seniority is defined in section 6.16 of this Agreement.
- (d) All benefits, for which a cost payment has not been made at the time of lay-off, shall be reinstated upon rehire, as if the lay-off had not occurred. For the purposes of longevity, the rehired employee shall receive service credit for the time missed during layoff, but shall not be entitled to a longevity payment missed during the layoff period.
- (e) In the event of layoff in category (a) (ii) above, the least senior person in the category affected may bump into category (a) (i) provided the least senior person in that category has less seniority.

6.18 Safety Committee

There shall be a Meriden Board of Education Safety Committee with representation by the Meriden Federation of Municipal Employees. The Safety Committee shall meet a minimum of two (2) times annually.

6.19 Leaves of Absence

For leaves beyond FMLA, an employee may be granted a leave of absence without pay or benefits for a definite period of time. Application for leave shall be made in writing to the Superintendent of Schools at least four (4) school days before taking such leave (except in cases of emergencies) and such leave may be granted, except in cases of extreme hardship or disability to the school system, on the basis of application. Denial of requests under this paragraph shall not be arbitrable.

6.20 Subcontracting

Before contemplating any planned subcontracting, the Board will notify the Union of the details of the proposed subcontracting.

6.21 Work for the City of Meriden

If a member is required by the Board to perform work for the City of Meriden, the parties will discuss the rate of pay to apply to the duties performed.

6.22 Safety Equipment

The Board shall provide job related safety equipment that is required by OSHA or any other federal or state regulatory agency.

6.23 Hepatitis Vaccination

If an employee wants to receive a hepatitis vaccination, the employee will first obtain the vaccination from the City of Meriden at no charge to the employee. If the City no longer provides free vaccinations, the Board will reimburse the employee for the cost of the vaccination from the City. If the City no longer provides a hepatitis vaccination at all, then the Board will reimburse the employee for the cost of the vaccination from his/her own provider.

6.24 Employee Assistance Plan

The Board shall provide employees with an Employee Assistance Plan.

6.25 Transportation Allowance

Transportation allowance for all members of the bargaining unit using their own vehicles for Board approved business shall be at the prevailing rate allowed by the IRS.

ARTICLE VII
PRIOR POLICIES AND BENEFITS

7.1 Prior Policies and Benefits

Whatever benefits exist for employees of this unit remain as a part of this Agreement unless superseded by the provisions of this Agreement.

ARTICLE VIII
FEDERATION RIGHTS

8.1 Contract Distribution

The Union will provide each existing employee with a copy of this Agreement within a reasonable time period after the signing of this Agreement. The Board will provide new

employees with a copy of this Agreement at the time of hire. The Union President shall receive notice of all new hires into the bargaining unit.

ARTICLE IX
DISCIPLINE AND DISCHARGE

9.1 Discipline

Employees shall not be suspended without pay or discharged except for just cause. All discipline shall be progressive in nature and shall not be inconsistent with the offense.

9.2 All written forms of discipline shall state the reason for the discipline and a copy shall be given to the employee at the time of discipline. Notice of any written forms of discipline shall be sent via interoffice mail to the President of the Federation.

9.3 Written reprimands or lesser discipline will not be considered for determining promotions or transfers after two (2) years, provided that the employee has no other discipline during that two (2) year period. Said discipline shall only be used in future instances if further progressive discipline becomes necessary.

ARTICLE X
DURATION OF AGREEMENT

10.1 The provisions of this Agreement shall be effective from July 1, 2019 to June 30, 2022, except where stipulated otherwise in this Agreement or where present Board policies remain in effect.

10.2 This Agreement shall remain in force until such time as a successor Agreement shall have been reached.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 17th day of September, 2019.

MERIDEN BOARD OF EDUCATION

By 

Mark Hughes, President

MERIDEN FEDERATION OF
MUNICIPAL EMPLOYEES

By 

John Beardsley, President

APPENDIX A
Meriden, Connecticut
Salary Schedule for Custodial and Maintenance Employees
Effective July 1, 2019 - June 30, 2020

	Rate Per Hour	Weekly Salary	Annual Salary
<u>Custodian</u>			
First six months	\$21.78	\$871.08	\$45,296.16
Established rate thereafter	\$22.79	\$911.47	\$47,396.54
<u>Head Custodian - Elementary Schools</u>			
	\$26.74	\$1,069.78	\$55,628.35
<u>Head Custodian - Middle Schools</u>			
	\$27.88	\$1,115.06	\$57,983.33
<u>Head Custodian - High Schools</u>			
	\$29.13	\$1,165.25	\$60,592.90
<u>Tradesman Helper</u>			
First six months	\$26.99	\$1,079.57	\$56,137.54
Established rate thereafter	\$28.31	\$1,132.20	\$58,874.40
<u>Maintenance Supervisor, Electrician, Carpenter, Plumber and/or HVAC Tech, Mechanic & Locksmith</u>			
First six months	\$30.23	\$1,209.31	\$62,884.22
Established rate thereafter	\$31.78	\$1,271.33	\$66,109.06
<u>Maintenance Crew Leader*</u>			
First six months	\$28.25	\$1,130.16	\$58,768.32
Established rate thereafter	\$29.51	\$1,180.34	\$61,377.89
<u>Maintenance Helper and Van Driver, Certified Pool Custodian</u>			
First six months	\$23.49	\$939.62	\$48,860.45
Established rate thereafter	\$24.47	\$978.79	\$50,897.18
<u>Maintenance Groundskeeper</u>			
First six months	\$24.86	\$994.30	\$51,703.39
Established rate thereafter	\$25.96	\$1,038.36	\$53,994.72
<u>Transportation Operator</u>			
First six months	\$21.78	\$871.08	\$45,296.16
Established rate thereafter	\$22.79	\$911.47	\$47,396.54

* Includes Maintenance Groundskeeper who holds a Commercial Pesticide Applicator Supervisory License issued by the Connecticut Department of Environmental Protection

The above basic rate per hour shall be the basic hourly wage upon which premium pay of additional ten-percent (10%) for night shift and all overtime pay and all other payments made by the Board shall be based.

The high school shift leader shall receive \$1.00 per hour stipend.

Employees who have combined responsibilities as Head Custodian at an Elementary School and the College and Career Readiness Center will be classified as a Middle School Head Custodian.

Employees in the position of Maintenance Groundskeeper who possess a degree and certifications beyond those required by the position will be placed in the pay grade of Electrician, Carpenter, Plumber and/or HVAC Tech & Mechanic.

The Central Office Head Custodian position will be paid at the Middle School Head Custodian pay rate.

APPENDIX B
Meriden, Connecticut
Salary Schedule for Custodial and Maintenance Employees
Effective July 1, 2020 - June 30, 2021

	Rate Per Hour	Weekly Salary	Annual Salary
<u>Custodian</u>			
First six months	\$22.19	\$887.63	\$46,156.79
Established rate thereafter	\$23.22	\$928.79	\$48,297.08
<u>Head Custodian - Elementary Schools</u>			
	\$27.25	\$1,090.10	\$56,685.29
<u>Head Custodian - Middle Schools</u>			
	\$28.41	\$1,136.25	\$59,085.01
<u>Head Custodian - High Schools</u>			
	\$29.68	\$1,187.39	\$61,744.16
<u>Tradesman Helper</u>			
First six months	\$27.50	\$1,100.08	\$57,204.15
Established rate thereafter	\$28.84	\$1,153.71	\$59,993.01
<u>Maintenance Supervisor, Electrician, Carpenter, Plumber and/or HVAC Tech, Mechanic & Locksmith</u>			
First six months	\$30.81	\$1,232.29	\$64,079.02
Established rate thereafter	\$32.39	\$1,295.48	\$67,365.13
<u>Maintenance Crew Leader*</u>			
First six months	\$28.79	\$1,151.63	\$59,884.92
Established rate thereafter	\$30.07	\$1,202.77	\$62,544.07
<u>Maintenance Helper and Van Driver, Certified Pool Custodian</u>			
First six months	\$23.94	\$957.48	\$49,788.80
Established rate thereafter	\$24.93	\$997.39	\$51,864.23
<u>Maintenance Groundskeeper</u>			
First six months	\$25.33	\$1,013.19	\$52,685.76
Established rate thereafter	\$26.45	\$1,058.09	\$55,020.62
<u>Transportation Operator</u>			
First six months	\$22.19	\$887.63	\$46,156.79
Established rate thereafter	\$23.22	\$928.79	\$48,297.08

* Includes Maintenance Groundskeeper who holds a Commercial Pesticide Applicator Supervisory License issued by the Connecticut Department of Environmental Protection

The above basic rate per hour shall be the basic hourly wage upon which premium pay of additional ten-percent (10%) for night shift and all overtime pay and all other payments made by the Board shall be based.

The high school shift leader shall receive \$1.00 per hour stipend.

Employees who have combined responsibilities as Head Custodian at an Elementary School and the College and Career Readiness Center will be classified as a Middle School Head Custodian.

Employees in the position of Maintenance Groundskeeper who possess a degree and certifications beyond those required by the position will be placed in the pay grade of Electrician, Carpenter, Plumber and/or HVAC Tech & Mechanic.

The Central Office Head Custodian position will be paid at the Middle School Head Custodian pay rate.

APPENDIX C
Meriden, Connecticut
Salary Schedule for Custodial and Maintenance Employees
Effective July 1, 2021 - June 30, 2022

	Rate Per Hour	Weekly Salary	Annual Salary
<u>Custodian</u>			
First six months	\$22.61	\$904.50	\$47,033.77
Established rate thereafter	\$23.66	\$946.44	\$49,214.72
<u>Head Custodian - Elementary Schools</u>			
	\$27.77	\$1,110.81	\$57,762.31
<u>Head Custodian - Middle Schools</u>			
	\$28.95	\$1,157.84	\$60,207.63
<u>Head Custodian - High Schools</u>			
	\$30.25	\$1,209.95	\$62,917.30
<u>Tradesman Helper</u>			
First six months	\$28.02	\$1,120.98	\$58,291.03
Established rate thereafter	\$29.39	\$1,175.63	\$61,132.88
<u>Maintenance Supervisor, Electrician, Carpenter, Plumber and/or HVAC Tech, Mechanic & Locksmith</u>			
First six months	\$31.39	\$1,255.70	\$65,296.53
Established rate thereafter	\$33.00	\$1,320.10	\$68,645.07
<u>Maintenance Crew Leader*</u>			
First six months	\$29.34	\$1,173.51	\$61,022.73
Established rate thereafter	\$30.64	\$1,225.62	\$63,732.41
<u>Maintenance Helper and Van Driver, Certified Pool Custodian</u>			
First six months	\$24.39	\$975.67	\$50,734.78
Established rate thereafter	\$25.41	\$1,016.34	\$52,849.65
<u>Maintenance Groundskeeper</u>			
First six months	\$25.81	\$1,032.44	\$53,686.79
Established rate thereafter	\$26.95	\$1,078.19	\$56,066.01
<u>Transportation Operator</u>			
First six months	\$22.61	\$904.50	\$47,033.77
Established rate thereafter	\$23.66	\$946.44	\$49,214.72

* Includes Maintenance Groundskeeper who holds a Commercial Pesticide Applicator Supervisory License issued by

the Connecticut Department of Environmental Protection

The above basic rate per hour shall be the basic hourly wage upon which premium pay of additional ten-percent (10%) for night shift and all overtime pay and all other payments made by the Board shall be based.

The high school shift leader shall receive \$1.00 per hour stipend.

Employees who have combined responsibilities as Head Custodian at an Elementary School and the College and Career Readiness Center will be classified as a Middle School Head Custodian.

Employees in the position of Maintenance Groundskeeper who possess a degree and certifications beyond those required by the position will be placed in the pay grade of Electrician, Carpenter, Plumber and/or HVAC Tech & Mechanic.

The Central Office Head Custodian position will be paid at the Middle School Head Custodian pay rate.

APPENDIX D

INSURANCE

CONTRACT YEARS 2019-2022

a. Health Insurance Program:

HDHP-HSA Plan		
Cost Shares Provisions	In-Network	Out-of Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum (includes deductible and out-of-network co-insurance if applicable)	\$2,000 individual coverage/\$4,000 family coverage	\$4,000 individual coverage/\$8,000 family coverage
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible	

CO-PAY PLAN:

Prescription Drug Benefits:

- \$10.00 co-pay for generic brand prescription drugs
- \$15.00 preferred
- \$25.00 non-preferred

Retail and mail order purchases of prescriptions are subject to the applicable 3-tier co-pay

Retail purchases of prescriptions are limited to a 34-day supply or 100-unit dose (whichever is greater) for a single co-pay

Mail order purchases of prescriptions provide for a 100-day supply for a single co-pay

Office visit co-pays:

- Office visit co-pay = \$15.00
- Urgent care co-pay = \$25.00
- Emergency room co-pay = \$50.00

