

AGREEMENT

BETWEEN THE

TOWN OF WETHERSFIELD

AND THE

CSEA/SEIU LOCAL 2001
(Custodian and Maintenance)

July 1, 2018 - June 30, 2021

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PREAMBLE

This Agreement is negotiated under Connecticut General Statutes in order (a) to fix for its term the wage, hours, and all other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Town of Wethersfield, hereinafter referred to as the Town, and the CSEA/SEIU Local 2001 hereinafter referred to as the Union.

ARTICLE I RECOGNITION

The Town recognizes CSEA/SEIU Local 2001 as the bargaining representative for the purposes of collective bargaining in respect to wages, hours and other conditions of employment for custodial and maintenance employees of the Town, excluding temporary employees, substitutes, supervisory employees and other employees excluded by the Municipal Employees Relations Act.

ARTICLE II UNION SECURITY

- A. During the life of this Agreement, an employee retains the freedom of choice whether or not to be a member of the Union.
- B. Union dues shall be deducted by the Town from the paycheck of each employee who signs and remits to the Town an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.
- C. Any employee who does not become a member of the Union within thirty (30) days after initial employment within the bargaining unit covered by this Agreement, fails to become a member of the Union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under Section D. Such service fee shall be determined by the Union in accordance with law, provided that it shall not exceed the proportionate cost of collective bargaining, grievance adjustment and contract administration.
- D. The Employer shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment.
- E. The amount of dues or agency service fees deducted under this Article,

together with a list of employees for whom any such deduction is made, shall be remitted to CSEA/SEIU Local 2001, within one (1) week after the payroll period in which such deduction is made. Said list shall include the addresses of new employees.

- F. The Union agrees to indemnify and hold the Town harmless for any liability or damages, including reasonable attorneys' fees, incurred by the Town regarding any claim arising out of this Article.

ARTICLE III HOURS OF WORK

A. Work Week

The standard work week for full-time employees will be eight hours a day normally worked in five consecutive days, as follows:

Custodians First Shift:	6:00 am- 2:30 pm (Head Custodian at WHS) 6:30 am- 3:00 pm (1 position @ WHS & Head Custodian at SDMS) 7:00 am-3:30 pm (Elementary Schools)
Custodians Second Shift:	3:00 pm- 11:00 pm
Custodians Third Shift:	10:30 pm-6:30 am (WHS) There will not be a "lead" position during the 3 rd shift.
Maintenance Department:	7:00am-3:30 pm

The Town reserves the right to modify the starting and ending time of these shifts with at least two weeks' prior written notification to the affected employees and the Union, except in cases of emergency.

Employees are required to commence working when the shift begins. If an employee is unable to report for his assigned shift, the employee must provide notification as required by the Town as soon as possible, but at least hour (4) hours prior to the reporting time except in special circumstances.

On inclement weather days if an employee reports to work late or has an approved scheduled absence, accrued personal or vacation leave may be used. Sick leave may be used in accordance with Article XII, Leave Provisions, B. Sick

Leave.

If a shift is cancelled or shortened for any reason, the employee will suffer no loss of wages for any time lost from work.

The Town reserves the right to maintain part-time positions to meet the needs of the Town, that include Saturday and/or Sunday, provided that full-time employees shall not be involuntarily assigned to such shifts. Further, part-time employees will not cover special activities (non-school related activities) in lieu of calling in a custodian to cover the activity unless no full-time employee is available.

B. Meal Period

Meal periods will be ½ hour per work day as scheduled by the Town, normally in the middle of the shift.

Maintenance and First Shift employees will receive a ½ hour unpaid meal period. The ½ hour time limit on this meal period will be strictly enforced.

Second and Third Shift employees will receive a ½ hour paid meal period, during which they shall remain on site and on call except in special circumstances.

C. Breaks

Work demands permitting, each employee is entitled to two (2) ten (10) minute breaks during each work day as scheduled by their head custodian or immediate supervisor.

D. Overtime

To meet the needs of the Town, the Director of Physical Services or his/ her designee may authorize overtime work. No other employee may authorize overtime. Such overtime shall be assigned by the Town, as best meets the needs of the town. Except in specific situations in which certain personnel are needed, overtime shall be assigned at each school location on a rotating basis among members available and willing to perform such work. Assignment to weekend building checks, if any, shall be made on a rotating basis among members who express interest in such assignments. The Town reserves the right to assign overtime on a rotating basis if sufficient volunteers are not available. The Town also reserves the right to utilize substitutes to cover for employees who are

absent from work for any reason.

In carrying out the provisions set forth in the preceding paragraph, the Town, will use the following procedures, in order, when feasible:

Elementary Schools (Not including Webb)

- 1st Shift
- 1) Float (if available)
 - 2) Other building Custodian
 - 3) Rotation Custodian 8 hrs
 - 4) Substitute as deemed needed by Administration

- 2nd Shift
- 1) Float (if available)
 - 2) Other building Custodian
 - 3) Rotation Custodian 4 hrs
 - 4) Substitute as deemed needed by Administration

- In the case of 2 absences on 2nd Shift:
- 1) Float (if available)
 - 2) Rotation Custodian 8 hrs
 - 3) Substitute as deemed needed by PS Director

Webb Elementary School

1st Shift same as elementary schools above

- 2nd Shift
- 1 employee out: No additional coverage
- 2 employees out:
- 1) Float (if available)
 - 2) Other Building Custodian
 - 3) Rotation Custodian 8 hrs
 - 4) Substitute as deemed needed by P S Director

Note: after three consecutive days, additional 4 hours to cover post

An overtime rate of one and one-half times ("time-and-a-half") the regular hourly rate is paid for hours worked beyond forty (40) hours actually worked in the work week (excluding time that is paid but not worked). "Double time" rates (two times the regular hourly rate) will be paid for work on Sundays and on Holidays (as defined in Article VIII), provided however that this overtime rate does not apply to emergency call back situations (Paragraph E).

E. Call Back

An employee who is called back to work for emergencies outside of his/her normal work hours (Monday-Saturday) will be paid at time-and-a half the regular hourly rate, and an employee who is called back to work for emergencies on a Sunday or Holiday will be paid at twice the regular hourly rate with a guaranteed minimum sum equivalent to three (3) hours pay. This provision does not apply to special pre-arranged work assignments or projects.

F. Shift Differential

Employees who work the third shift as provided in A. of Article III will receive an additional \$.50 per hour.

G. Weekend Safety Check

Custodians shall participate in the weekend safety and security checks and pool checks of their buildings unless these duties are assigned to an employee as part of his/her regular duties. Building checks and pool checks are a maximum of two (2) hours.

Employees who must travel from building to building for such building checks will be reimbursed mileage in accordance with the rates established by the Town.

H. Summer Hours/Vacation schedule

Elementary Schools	
1 st shift	7:00 a.m. to 3:30 p.m.
2 nd shift	7:00 a.m. to 3:30 p.m.

Middle School

1st shift

7:00 a.m. to 3:30 p.m.

2nd shift

3:00 p.m. to 11:00 p.m. (two personnel)

Wethersfield High School

Head Custodian

6:00 a.m. to 2:30 p.m.

1st shift

7:00 a.m. to 3:30 p.m.

(3rd shift employees work the 1st shift)

2nd shift

3:00 p.m. to 11:00 p.m. (two personnel)

Assignments to the Second shift will be achieved in the following manner:

- a. Volunteers will be solicited first
- b. If there are no volunteers, then the least senior person will be assigned to the shift.

The Town reserves the right to modify the starting and ending time of these shifts with at least two weeks prior notice to the Union.

The normal shift hours for all custodians will resume after the summer on the first scheduled work day for newly hired certified teachers.

I. Temporary Assignments

The Physical Services Director may assign bargaining unit members to serve in a higher classification on a temporary basis when the Physical Services Director deems necessary in his/her sole discretion. After an employee has served in such an assignment for ten days, the Town will compensate the employee with the difference between the rate of the higher position and the custodial rate in addition to his or her regular rate for each day after the tenth day that the employee serves in the assignment.

J. Beeper Stipend

Employees required to carry a beeper will receive a stipend for \$200.00 per month.

ARTICLE IV SENIORITY, ASSIGNMENTS, PROMOTIONS, LAYOFFS

A. Seniority and Probationary Period

Seniority is defined as the length of continuous employment in a position or positions

within the bargaining unit. By October 15 of each year, the Town shall provide to the Union a seniority list, including the name and date of hire for each member of the unit.

Upon initial employment with the Town, employees shall serve a probationary period of ninety (90) calendar days. Vacation leave may not be used during the probationary period. There will be a concomitant increase in the probationary period for absences in excess of three (3) days. The termination of employees during the probationary period shall not be subject to review under the Grievance Procedure. Such employees shall accrue no seniority during said probationary period, provided however that, upon successful completion of the probationary period, seniority shall be calculated from the date of initial employment.

B. Assignments

Custodians shall be assigned a defined shift, building, post or area of responsibility. Notwithstanding the foregoing, (1) the Town reserves the right to establish "floater" positions, and employees serving in such positions during any shift shall be assigned by the Town to meet Town needs, and (2) the Town may temporarily change an employee's shift, building, post or area of responsibility. The employee or employees affected will be given as much notice as possible in writing prior to the temporary change. Initial placement of new hires will be on step 1 of the wage schedule, except that if new hires have prior relevant experience, they will be given one (1) step for every two (2) years of such prior experience.

C. Promotions

Whenever a permanent vacancy exists, the Town shall post the vacancy internally. Such posting shall be posted on the main bulletin board of each school facility at least five (5) work days prior to the closing date on the posting. Such posting shall include job classification and the rate of pay. During the posting period, employees who wish to apply for the vacancy may do so.

If an employee is promoted to a position in a higher job classification, he or she shall serve a probationary period of ninety (90) calendar days, during which the Town may reassign the employee to a position in his or her previous job classification.

D. Transfers (Lateral or demotion)

Definition: A transfer is defined as the physical relocation of an employee from one school facility to another.

Such posting shall be posted on the main bulletin board of each school facility at least five (5) work days prior to the closing date on the posting. Such posting shall include job classification and the rate of pay. During the posting period, employees who wish to apply for the vacancy may do so.

When more than two employees apply for the vacancy, the transfer will be made based on seniority. Should there be two positions open simultaneously, the employee with the most seniority will have his/her choice of positions.

Notwithstanding the foregoing, the Town reserves the right to transfer involuntarily. Should such transfer be for disciplinary reasons, it will be for just cause.

If there is an emergency the employee(s) involved will be given as much notice as possible.

E. Layoff Procedure

A layoff is defined as the involuntary, non-disciplinary separation of an employee from service to the Town because of legitimate elimination of position, lack of work or other economic or statutory necessity.

If termination(s) of employment is to occur because of a layoff, written notification will be given to the employee at least four weeks prior to the effective date of layoff.

If it becomes necessary for a layoff, the Town will effectuate reductions in staff by first laying off:

1. Temporary Employees
2. Part-Time Permanent Employees
3. Full-Time Permanent Employees

If no other position exists to which an affected employee, if qualified, may be assigned, the determination of the employee(s) to be terminated will be made by selecting the employee in the bargaining unit with the least seniority within the overall job classification as shown below.

Custodian 1 & Floater Custodians	Maintenance Technician 1
Custodian 2	Maintenance Technician 2
Custodian 3	Maintenance Foreman
Custodian 4	

The employee subject to layoff may "bump" the employee who has the least seniority in the school system in any same or lower job classification, if qualified. No employee shall be assigned to a higher classification as a result of layoff.

If an employee was terminated because of a layoff then that employee may request in writing that he/she be placed on the recall list for the purposes of being recalled to any vacant position for which he/she is qualified in the same or lower classification from which he/she was laid off. Employees will be recalled in inverse order with the last employee being laid off being the first recalled. The employee(s) so laid off will be retained on a recall list for one year from date of layoff provided such employee does not refuse one reappointment recall to the same classification from which he/she was laid-off. An employee may refuse all recalls to a lower classification during the one year from date of layoff.

An employee who is reappointed from the recall list shall be entitled to reinstatement of seniority that had been accrued up to the time of layoff and will be placed on the same wage level/step with adjustments for any collective bargaining agreement changes from the time the employee was laid off. Until such time as all qualified employees on the recall list have been recalled to employment or such time as all qualified employees have refused re-employment as provided above, no outside hires may occur.

ARTICLE V WAGES

A. Classification

The bargaining unit classifications and the positions within those classifications are as follows:

Custodian 4	High School Head Custodian, Middle School Head Custodian,
Custodian 3	Elementary School Head Custodian, High School Assistant Head Custodian Middle School Assistant Head Custodian
Custodian 2	Floater
Custodian 1	All other custodians
Maintenance Technician 1	Others
Maintenance Technician 2	Master Carpenter, Plumber, Electrician, HVAC, or any Maintenance Technician that requires certification
Maintenance Foreman	

Part-time employees covered by this Agreement will be paid at the hourly rate commensurate with their position and wage range.

B. Step Movement

Wage step advancement will occur annually on July 1st, in years in which this contract provides for step advancement. In the first year of employment, such step movement will occur only for employees who are hired prior to April 1. Step movement may be withheld based upon non-satisfactory yearly work performance where the employee has been counseled progressively concerning his/her work deficiencies and that denial is subject to just cause.

C. Wage Rates

The wages of employees within this bargaining unit shall be increased as follows:

- Effective retroactive to July 1, 2018: 2.00% + Steps
- Effective July 1, 2019: 2.00% + Steps
- Effective July 1, 2020: 1.00% (No Steps)

Pay grade lists shall be as set forth on Appendix A to this Agreement.

D. Overtime

Overtime will normally be paid in the next regular pay after the close of the pay period.

**ARTICLE VI
VACATIONS**

Employees earn paid vacation leave as outlined below. The scheduling of vacation is dependent upon the advanced request of the employee and the approval of the supervisor. Vacation leave may not be used during the probationary period.

Vacation leave shall be scheduled in advance and is subject to the approval of the supervisor in order requested based on Town needs. Earned vacation is calculated utilizing each individual employee's anniversary date of employment as the basis for determining annual vacation entitlement as follows:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Annual Total</u>
Less than 5 complete years	3.2 hours bi-weekly	10 days

At least 5 years but less than 10 complete years	4.8 hours bi-weekly	15 days
Ten (10) complete years or more	6.4 hours bi-weekly	20 days

Vacation leave may not be accumulated, except as follows: employees may carry over up to five (5) days of vacation leave for up to one year, at which time such leave must be taken. Effective July 1, 2020, The employee may accumulate earned vacation up to a maximum of two (2) years' worth of the employee's earned vacation. For example, an employee who is eligible to earn four (4) weeks vacation a year may accumulate up to a maximum of eight (8) weeks of vacation. Vacation leave due to be credited to an employee shall be lost to the extent that it would exceed the two (2) year credited accrual.

ARTICLE VII HOLIDAYS

- A. All twelve-month members of the bargaining unit will be granted the following thirteen (13) paid holidays, provided that school is not in session on that day:

- Labor Day
- Columbus Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day (Fourth of July)
- Effective July 1, 2019, Employee's Birthday- Must be used within one (1) year of birthdate subject to supervisor approval
- One day to be determined annually by the Town Manager after consultation with the Union.

- B. Should the Board of Education hold school on any of the holidays listed above, the Town shall grant members of the unit either the holiday or another day off, as assigned by the Town in consultation with the Union.
- C. Whenever the day immediately preceding a holiday is a work day and schools are either dismissed early or school is not in session, the shifts shall be as follows:

1st shift -- 7:00 a.m. to 3:30 p.m. 2nd
shift -- 1:00 p.m. to 9:00 p.m. 3rd
shift -- 1:00 p.m. to 9:00 p.m.

The only exceptions shall be Christmas Eve and New Year's Eve, when employees shall work the day shift.

The Town reserves the right to modify the starting and ending time of these shifts with at least two weeks prior notice to the Union.

ARTICLE VIII HEALTH INSURANCE

A. Alternate Health Insurance Carriers

The use of names of particular insurance companies in this Article does not restrict the Town from seeking comparable insurance from other companies. The Town reserves the right to change carriers for the insurance coverages listed below, provided that the new plan, when considered as a whole, provides coverage that is substantially the same as the current plan. Prior to changing insurance carriers, the Town must meet the following conditions:

1. The Town must give the Union at least 90 days written notice of any planned change of insurance carriers unless the Union agrees in writing to waive such notice.
2. The Town must provide to the Union and to each employee a detailed explanation of the insurance plan to be provided by the new carrier at least 90 days prior to the effective date of the change in carriers.

Upon mutual agreement, the parties may reopen the contract for the purpose of discussing pooling arrangements for health insurance benefits.

B. Health Insurance Plan

The Town shall provide a program of group health insurance benefits to employees and their dependents. The benefits of this section shall be available to (a) those employees appointed prior to July 1, 1986, who continue to hold regular positions of twenty (20) hours per week or more and (b) those employees appointed on or after July 1, 1986, who continue to hold regular positions of thirty (30) hours per week or

more during the school year.

1. Effective July 1, 2017, the High Deductible Health Plan (HDHP) shall be the sole insurance plan. The HDHP plan will have the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggreg	\$2000/4000	
Co-insurance	NIA	20% after deductible up to co-insurance maximum
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-
Prescription Drug Coverage	Treated as any other medical expense, subject to post-deductible drug co-payments as	
Cost Share Maximum (individual/aggreg	\$3000/6000	\$5000/10000

Following exhaustion of the applicable deductible, prescription drugs shall be subject to post-deductible co-payments of \$15/30/45.

2. **Employee Premium Contribution for Insurance:**

Employees participating in the insurance program as described above (excluding Dental Insurance), shall pay the following percentage of premium contributions for individual, two person and family coverage:

Effective July 1, 2018: 18%
 Effective July 1, 2019: 18%
 Effective July 1, 2020: 18%

3. **Town Funding of Annual Deductible:**

Effective July 1, 2018: 50%
 Effective July 1, 2019: 50%
 Effective July 1, 2020: 50%

The Town will fund the applicable annual deductible percentages into Health

Savings Accounts (HSA). One-half of the Town's contribution toward the HSA plan deductible will be deposited into the HSA accounts in July, and the remaining one-half of the Town's contribution will be deposited into the HSA accounts in January. The parties acknowledge that the Town's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed individuals. The Town shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

4. Dental Insurance

Dental, provided by Anthem: The employee premium contribution for individual coverage shall be :

Effective July 1, 2018: 18%

Effective July 1, 2019: 18%

Effective July 1, 2020: 18%

Employees may participate in a two person or family dental plan provided any additional cost resulting in this participation is paid by the employee.

5. Wellness Program:

The health insurance plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include age-based preventive physical examinations and age-based preventive screenings. If an employee and/or the employee's enrolled dependents do not agree to participate in the wellness program and do not actually fulfill all applicable requirements of the wellness program plan for a plan year, the employee shall pay, in addition to the premium contributions set forth in this Article, an additional five percent (5 %) of the annual premium costs for insurance coverage for that plan year.

6. Waiver of Health Insurance Coverage

Effective January 1, 2019, Any employee who is covered under alternate health insurance through another employer (i.e. spouse) may voluntarily elect to waive, in writing on a Town provided form, health insurance coverage and receive additional annual compensation in lieu of said

coverage. The amount of annual compensation an employee may receive shall be \$3,000 for family coverage, \$2,000 for two (2) individuals, and \$1,500 for single employees. Payment to those employees waiving such coverage shall be made in equal payments during the months of July and January of each calendar year.

If an employee loses alternate health insurance coverage, the employee may resume Town provided health insurance coverage. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible, subject however, to any regulations or restrictions, including waiting periods, which may be required by the insurance carrier. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.

Notice of intention to waive insurance coverage must be sent to the Town Manager not later than sixty days after the signing date of this negotiated agreement. Thereafter, employees must submit an annual waiver not later than April 1st of each year to be effective on July 1.

7. Health Insurance for Retired Employees

- A. Unit members who retire prior to age sixty-five and who receive Defined Benefit pension benefits under the Town Pension Plan and who have been active participants in the Town's health and life insurance programs are eligible to participate in the same insurance plan (as it may change from time to time through negotiations) that is provided to active employees, on the same conditions and with the same contribution for premium costs as apply for active employees, until age sixty-five. Employees hired after July 1, 2008 shall not be eligible for this benefit.
- B. The provisions of this policy apply to retiring employees only and not extend to dependents. By individual arrangement the Town may permit retiring employees to maintain the enrollment of dependents under age sixty-five in the group health insurance programs at full premium cost to the retiring employee.
- C. These retiree benefit provisions shall be administered consistent with State and federal laws. In cases of conflict applicable law shall prevail.

8. Excise Taxes

If the Town receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 49801, or any other local, state or federal statute or regulation, during the term of this contract, the Town and the Union will, upon the request of the Town, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). During such negotiations, the Union will have the right to make a proposal regarding a health enhancement program.

ARTICLE IX LIFE INSURANCE

A. Alternate Life Insurance Carriers

The use of a particular insurance company to provide life insurance does not restrict the Town from seeking comparable insurance from other companies.

B. Life Insurance for Active Employees

The Town shall provide a program of life insurance benefits to eligible employees who continue to hold regular positions of thirty (30) hours per week or more.

The Town shall pay the premium cost for term life insurance for an employee in the amount of 1 times the employee's annual salary of coverage. Employees may purchase additional coverage of up to \$30,000 (in increments of \$10,000) at his/her own expense.

C. Life Insurance for Retired Employees

1. Pre-Age 65: \$2,000
2. At Age 65 or After 65: \$2,000

ARTICLE X
PENSION PLANS

Defined Benefit Pension Plan

- a) A Town employee who is a member of CSEA/SEIU Local 2001 while he/she is included in the Town of Wethersfield Pension Plan, contribute through payroll deductions the following percentages of monthly earnings:

Effective July 1, 2018: 7.00%

Effective July 1, 2019: 7.00%

Effective July 1, 2020: 7.00%

- b) The Town shall “pick up” and pay employee contributions required by this section on behalf of all members of the bargaining unit in accordance with Internal Revenue Code section 414(h). The amount so picked up shall reduce the members’ gross salaries on a pre-tax basis.

- c) Early Retirement Date:

Age 55 with 10 years of Continuous Service

- d) Early Retirement Benefit:

Benefit based on Average Monthly Earnings and Credited Service to date of actual retirement reduced by 0.5% for each month by which date of actual retirement precedes normal Retirement.

- e) Normal Retirement Date:

Age 65 with 5 years of Participation

- f) Normal Retirement Benefit:

2% of Average Monthly Earnings times Credited Service up to 35 years. The benefit multiplier is increased to 2.25% for service after July 1, 2014.

- g) Deferred Retirement Date:

Members may continue beyond Normal Retirement.

- h) Deferred Retirement Benefit:

Benefit based on Average Monthly Earnings and Credited Service to date of actual retirement.

- i) Employee who is a member of the bargaining unit and whose Early Retirement Date occurs no earlier than the first day of the calendar month coincident with or next following the later of the date on which he/she has attained age fifty (50)

and the sum of his/her years of age plus his/her years of Credited Service first equals at least eighty (80), shall be eligible to receive his/her Early Retirement Benefit without the reduction specified in Article V, Section 5.2(b) of the Town of Wethersfield Pension Plan.

Defined Contribution 401 (a) Pension Plan

Employees hired after August 1, 2012, will not be eligible to participate in the Town of Wethersfield Defined Benefit Pension Plan but will participate in a Defined Contribution plan with the Town and the employee each contributing 4.50% of the employee's gross salary.

ARTICLE XI OTHER POST EMPLOYMENT BENEFITS (OPEB)

Employees hired prior to July 1, 2008, shall contribute through payroll, the following percentages of their monthly earnings into the OPEB Fund to offset retiree health benefit.

Effective July 1, 2018: .25%

Effective July 1, 2019: .50%

Effective July 1, 2020: .50%

The amounts deposited in this fund are for the exclusive purpose of creating a reserve fund to pay for those retiree health insurance benefits. Employees who leave the Town's employ prior to meeting the eligibility requirements for retiree health insurance benefits under Section 8.2 shall be eligible to recover the monies constituting their contributions to the fund along with interest at a rate as determined by the OPEB Trustee.

Subject to the amount of money available in the fund, the Town shall have the discretion to determine the date upon which to commence using the monies to fund the cost of retiree health insurance benefits. The Town shall provide to the Union at least annually, a full accounting of the contributions to the fund, interest, and any expenses charged to the fund.

ARTICLE XII LEAVE PROVISIONS

A. Personal Leave

Bargaining unit members will be granted a maximum of up to three (3) paid days for serious personal business (non-recreational purposes) which cannot be scheduled for non-working hours. In no case may an employee abandon a post

without proper notification to appropriate authority. Except in emergency, requests for absence under this provision shall be submitted in writing in advance to the Director of Physical Services or designee.

In the case of an emergency, the employee shall submit reasons for absence within two (2) school days of such absence to the Director of Physical Services or designee.

B. Authorized Sick Leave

1. For Active Members:

Members of the bargaining unit accrue 15 sick days per year. The sick leave accrual rate is 4.8 hours on a bi-weekly basis. Sick leave shall be used only for the personal illness of the employee, except as otherwise required by applicable law. The Town has the right to monitor sick leave utilization and to require medical verification of illness when there is a pattern of probable abuse. Sick leave benefits may be accrued to a maximum of 150 days.

2. Sick Leave Payout:

Employees hired prior to July 1, 2018, shall be entitled to receive pay at the employee's normal rate of pay for one-half (1/2) of the employee's accumulated sick leave to a maximum of 50 days of the employee's accumulated days.

This benefit will be paid as a retirement allowance only to those employees who retire under the local Town Defined Benefit Pension Plan or Defined Contribution Plan 401(a) based on a minimum of fifteen (15) years of credited service to the Wethersfield Board of Education/Town of Wethersfield.

Employees hired on/after July 1, 2018, shall not be eligible to receive any payment upon separation or retirement from service.

C. Authorized Workers' Compensation

Employees shall report all on-the-job accidents and/or injuries to their supervisor regardless of the seriousness of such accident or injury. Employees absent from work due to an injury suffered in the course of their employment shall receive workers' compensation for medical costs and lost wages due to job-related injuries.

Claims under this program are subject to reasonable audit and review by insurance company claims inspectors and adjusters.

D. Authorized Leave Without Pay

Limited leaves of absence without pay or benefits may be granted by the Town Manager or his/her designee when it is in the best interest of the school district to do so.

E. Unauthorized Absence

Any unauthorized absence of a member of the bargaining unit shall result in a deduction from salary computed at the appropriate daily rate and in appropriate disciplinary action. Any employee who does not call in to work or show up for three (3) consecutive days, absent emergency situations, shall be deemed to have abandoned their job.

F. Bereavement Leave

In case of death in the immediate family (spouse, brother, sister, parent, spouse's parent, child or other member living in the same household), an employee may receive up to five(5) days of leave with pay in a year upon application to and approval of the Town Manager or his/her designee.

G. Jury Duty

Any employee who is required to be absent from work in order to report for jury duty on a regularly scheduled workday will continue to receive his/her normal salary less any compensation paid as a result of jury duty.

**ARTICLE XI
GRIEVANCE PROCEDURE**

A. DEFINITIONS:

1. The term "grievance" means a claim or complaint by a member of the bargaining unit that a right(s) under the specific language of this Agreement has been denied or violated or that as to the member there has been a misinterpretation or misapplication of the specific provisions of this Agreement.

- B. Any grievance not presented in writing at Level One for disposition through the Grievance Procedure herein detailed within twenty (20) work days of the event or condition giving rise thereto or within twenty (20) work days of the grievant's knowledge of said occurrence, whichever comes later, or any grievance not appealed within the specified time limits shall not thereafter be treated or processed as a grievance under this Agreement.
- C. The failure of a supervisor/administrator at any step to communicate his/her decision to the grievant within the specified time limits shall permit the grievant to proceed to the next step in the process.

D. PROCEDURE

1. Informal Resolution:

The Grievance Procedure outlined herein is designed to facilitate resolution of disputes at the lowest possible level of the procedure. It is therefore urged that the parties attempt prompt resolution of all disputes and avoid the formal procedure through informal resolution.

2. Formal Resolution

- (a) Level One - In the event that the issue is not informally resolved, the grievant may formally file with the Custodial and Maintenance Supervisor a written Level One grievance. The written grievance shall set forth specifically the act or condition on which the grievance was based. The written grievance will identify the specific section of this Agreement involved and the remedy requested.

Within five (5) work days after receipt of the written grievance at Level One, the Custodial and Maintenance Supervisor shall meet with the grievant and/or the Union. A written Level One decision shall be rendered within five (5) work days of such Level One meeting.

- (b) Level Two - In the event that the grievance is not resolved at Level One, or in the event that no decision has been rendered within five (5) work days of the meeting held at Level One, the Union with the written permission of the grievant, or the

grievant himself/herself may, within three (3) work days of the decision rendered at Level One or within eight (8) work days after the grievant first met at Level One, whichever is sooner, file a written Level Two grievance with the Physical Services Director.

Within five (5) work days after receipt of the written Level Two grievance by the Physical Services Director, the Physical Services Director shall meet with the grievant and/or the Union.

- (c) Level Three - In the event that the grievance is not resolved at Level Two, or in the event that no decision has been rendered within five (5) work days of the meeting held at Level Two, the Union with the written permission of the grievant or the grievant himself/herself may file a written Level Three grievance with the Human Resources Manager. Such grievance shall be filed within three (3) work days of the decision by the Physical Services Director, or within eight (8) work days after the Union or grievant first met with the Physical Services Director, whichever is sooner.

Within fifteen (15) work days after receiving the written grievance, the Human Resources Manager shall meet with the Union and/or the grievant for the purpose of resolving the grievance and shall render a decision within ten (10) work days of said Level Three meeting.

- (d) Arbitration- In the event that the Union and/or grievant is not satisfied with the Level Three disposition of the grievance, or if no decision has been rendered within the specified time limit, the Union may within five (5) work days of receipt of the decision at Level Three or of the time the decision was due submit the grievance to arbitration.

In the event of arbitration, the State Board of Mediation and Arbitration shall hear the grievance, provided however that the Town, within thirty (30) work days of receipt of a demand for arbitration may submit the grievance to the American Arbitration Association for resolution, in which case an arbitrator from the American Arbitration Association shall hear and decide the grievance in accordance with the rules of the Association. The SBMA arbitration panel or the arbitrator shall have no power to add to delete from, or modify in any way provision(s) of this Agreement. The decision of the arbitration panel or the arbitrator shall be final and binding. Fees involved

in arbitration shall be shared equally by the Town and the Association, provided however that the Town shall pay the expense of arbitration if it elects to submit the grievance to the American Arbitration Association for resolution.

The parties to the arbitration shall pay their respective expenses or other costs incurred by them. Any jointly incurred expenses shall be shared equally by the parties.

E. MISCELLANEOUS

1. If, in the judgment of the Union, a grievance affects a group or class of members of the bargaining unit, the Union may, at the request of such group or class, submit a grievance in writing signed by at least two grievants and a Union officer to the Human Resources Manager and the processing of such grievance shall commence at Level Three.
2. Time limits specified at any step may be extended in a particular instance by agreement in writing between the Human Resources Manager and the Union.
3. Meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during working hours, all employees who participate shall be excused without loss of pay for that purpose.
4. To facilitate operation of the procedure, forms for filing a grievance and other documents necessary under the procedure shall be provided by the Town and given distribution to the parties in interest and the Union. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
5. The procedure set forth shall be the sole and exclusive remedy available to a grievant provided, however, that said procedure shall not abridge or deprive either party of any legal rights that they presently have or any right expressly reserved by this Agreement.
6. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Town until such grievance has

been resolved.

ARTICLE XII DISCIPLINE

No employee shall be disciplined except for just cause. Notification of any suspension or termination shall be provided to the Union.

ARTICLE XIII JOB DESCRIPTION

Each employee shall be provided with a copy of his/her current job description upon request. Work assignments will be in accordance with that job description. Whenever a phrase such as "performs all duties as required" exists in the job description, the employee will only be expected to perform duties which could normally and reasonably be expected to be required in accordance with the overall job description.

ARTICLE XV UNIFORMS, SHOES & LICENSES

A. Uniforms & Shoes

Each newly hired employee will be permitted to purchase up to \$500 in uniforms (from an approved list of styles) from a designated vendor. In subsequent years of employment each employee may purchase up to \$250 of approved uniforms. Employees are required to launder and maintain their own uniforms and to wear them to work every day.

Effective January 1, 2019, the Town will provide each employee with a voucher for up to \$250 annually for the purchase of steel-toed safety shoes or their equivalent from Mickey Finns or Bobs as the Town Manager or his/her designee may approve in advance.

B. Licenses

If the Town requests or requires an employee to hold a license for a particular trade(s), the Town will reimburse the employee for the annual license fee.

**ARTICLE XVI
HEALTH AND SAFETY**

The Town will provide a workplace free from unsafe or unhealthy conditions. The Town will make every reasonable effort to make repairs or adjust unsafe or unhealthy working conditions as soon as possible after such conditions are reported.

No employee will be required to perform work under unsafe conditions, provided, however, that an employee must follow the rule "work now, grieve later" unless there is imminent danger to the employee's physical well-being.

**ARTICLE XVII MANAGEMENT
RIGHTS**

- A. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain whether exercised or not, all of the rights, powers and authority heretofore had by it and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to, the following:
1. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
 2. To establish or continue policies, practices and procedures for the conduct of the Town business from time to time to change or abolish such policies, practices or procedures or deviate from procedures, practices or policies in exceptional cases after notice to and discussion with the Union, provided however that the Town will negotiate with the Union over any significant changes in conditions in employment in accordance with the provisions of the MERA.
 3. To discontinue processes or operations, or to discontinue their performance by employees.
 4. To select and to determine the number and type of employees required to perform the operations of the Town.

5. To employ, transfer, promote or demote employees for just cause, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons.
 6. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
 7. To insure that incidental duties connected with school operations whether enumerated in job descriptions or not, shall be performed by employees, subject to Article XIV.
- B. The above rights, responsibilities and prerogatives are inherent in the Town of Wethersfield and the Town Manager or his/her designee by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE XVIII
DURATION

- A. No individual employee of the bargaining unit or representative, agent, or employee of the Town shall enter into any separate agreement inconsistent with the terms of this Agreement.
- B. If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation between the two parties to this Agreement.
- C. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in force for the duration of this Agreement.
- D. This Agreement shall become effective upon signing by both parties. Wage

increases and employees' insurance premium contribution increases shall be retroactive as set forth in this Agreement, for employees who remained employed on the date of ratification of this Agreement. This Agreement shall expire on June 30, 2021.

TOWN OF WETHERSFIELD

Kathleen A. Bagley

Kathleen Bagley, Interim Town Manager

Stephanie Askeland

Stephanie Askeland, Human Resources Manager

1/30/19

Date

January 30, 2019

Date

CSEA/SEIU Local 2001

[Signature]
[Signature]

1-30-19

Date

1-30-19

Date

APPENDIX A- Pay Grade Lists

GWI 2.00%	2018-2019 (Effective July 1, 2018)						
							1.02
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Custodian I	\$ 17.46	\$ 18.05	\$ 18.68	\$ 19.34	\$ 19.82	\$ 20.38	\$ 22.71
	\$36,321.79	\$37,552.32	\$38,846.50	\$40,225.54	\$41,222.69	\$42,389.57	\$47,226.82
Custodian II	\$ 20.70	\$ 21.18	\$ 21.65	\$ 21.74	\$ 22.57	\$ 23.18	\$ 25.50
	\$43,047.26	\$44,044.42	\$45,041.57	\$45,211.30	\$46,951.01	\$48,223.97	\$53,040.00
Custodian III	\$ 22.83	\$ 23.18	\$ 23.63	\$ 23.93	\$ 24.38	\$ 24.82	\$ 27.05
	\$47,481.41	\$48,223.97	\$49,157.47	\$49,772.74	\$50,706.24	\$51,618.53	\$56,264.83
Custodian IV	\$ 23.78	\$ 23.99	\$ 24.44	\$ 24.88	\$ 25.42	\$ 25.70	\$ 28.27
	\$49,454.50	\$49,900.03	\$50,833.54	\$51,745.82	\$52,870.27	\$53,464.32	\$58,810.75
Maintainer I	\$ 22.83	\$ 23.18	\$ 23.63	\$ 23.93	\$ 24.38	\$ 24.82	\$ 27.05
	\$47,481.41	\$48,223.97	\$49,157.47	\$49,772.74	\$50,706.24	\$51,618.53	\$56,264.83
Maintainer II	\$ 25.31	\$ 25.76	\$ 26.16	\$ 26.55	\$ 27.09	\$ 27.60	\$ 30.50
	\$52,636.90	\$53,570.40	\$54,419.04	\$55,225.25	\$56,349.70	\$57,410.50	\$63,435.84
	Maintenance Foreman: \$1.00/hour above Maintainer II rate.						
	High School Head Custodian: \$3,000 annual stipend. (2 payments: June and Dec)						
	3rd Shift Differential: \$.50 per hour						

Note: The High School Head Custodian annual stipend increased to \$3,000.
 Payments for increased amount as follows: June 2019 \$1,500 and December 2019 \$1,500.

GWI 2.00%	2019-2020 (Effective July 1, 2019)							1.02
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Custodian I	\$ 17.81	\$ 18.42	\$ 19.05	\$ 19.73	\$ 20.21	\$ 20.79	\$ 23.16	
	\$37,048.23	\$38,303.37	\$39,623.43	\$41,030.05	\$42,047.14	\$43,237.36	\$48,171.35	
Custodian II	\$ 21.11	\$ 21.60	\$ 22.09	\$ 22.17	\$ 23.02	\$ 23.65	\$ 26.01	
	\$43,908.21	\$44,925.30	\$45,942.40	\$46,115.52	\$47,890.03	\$49,188.45	\$54,100.80	
Custodian III	\$ 23.28	\$ 23.65	\$ 24.11	\$ 24.41	\$ 24.87	\$ 25.31	\$ 27.59	
	\$48,431.04	\$49,188.45	\$50,140.62	\$50,768.19	\$51,720.36	\$52,650.90	\$57,390.13	
Custodian IV	\$ 24.25	\$ 24.47	\$ 24.93	\$ 25.38	\$ 25.93	\$ 26.22	\$ 28.84	
	\$50,443.59	\$50,898.03	\$51,850.21	\$52,780.74	\$53,927.68	\$54,533.61	\$59,986.97	
Maintainer I	\$ 23.28	\$ 23.65	\$ 24.11	\$ 24.41	\$ 24.87	\$ 25.31	\$ 27.59	
	\$48,431.04	\$49,188.45	\$50,140.62	\$50,768.19	\$51,720.36	\$52,650.90	\$57,390.13	
Maintainer II	\$ 25.81	\$ 26.27	\$ 26.69	\$ 27.08	\$ 27.63	\$ 28.15	\$ 31.11	
	\$53,689.63	\$54,641.81	\$55,507.42	\$56,329.75	\$57,476.69	\$58,558.71	\$64,704.56	
	Maintenance Foreman: \$1.00/hour above Maintainer II rate.							
	High School Head Custodian: \$3,000 annual stipend. (2 payments: June and Dec)							
	3rd Shift Differential: \$.50 per hour							

GWI 1.00%	2020-2021 (Effective July 1, 2020)						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
							1.01
Custodian I	\$ 17.99	\$ 18.60	\$ 19.24	\$ 19.92	\$ 20.42	\$ 21.00	\$ 23.39
	\$37,418.71	\$38,686.40	\$40,019.66	\$41,440.35	\$42,467.61	\$43,669.73	\$48,653.07
Custodian II	\$ 21.32	\$ 21.81	\$ 22.31	\$ 22.39	\$ 23.25	\$ 23.88	\$ 26.27
	\$44,347.29	\$45,374.56	\$46,401.82	\$46,576.68	\$48,368.93	\$49,680.33	\$54,641.81
Custodian III	\$ 23.52	\$ 23.88	\$ 24.35	\$ 24.65	\$ 25.11	\$ 25.57	\$ 27.87
	\$48,915.35	\$49,680.33	\$50,642.03	\$51,275.87	\$52,237.57	\$53,177.41	\$57,964.03
Custodian IV	\$ 24.49	\$ 24.71	\$ 25.18	\$ 25.63	\$ 26.19	\$ 26.48	\$ 29.13
	\$50,948.02	\$51,407.01	\$52,368.71	\$53,308.55	\$54,466.95	\$55,078.94	\$60,586.84
Maintainer I	\$ 23.52	\$ 23.88	\$ 24.35	\$ 24.65	\$ 25.11	\$ 25.57	\$ 27.87
	\$48,915.35	\$49,680.33	\$50,642.03	\$51,275.87	\$52,237.57	\$53,177.41	\$57,964.03
Maintainer II	\$ 26.07	\$ 26.53	\$ 26.95	\$ 27.35	\$ 27.91	\$ 28.43	\$ 31.42
	\$54,226.53	\$55,188.23	\$56,062.50	\$56,893.05	\$58,051.46	\$59,144.29	\$65,351.60
	Maintenance Foreman: \$1.00/hour above Maintainer II rate.						
	High School Head Custodian: \$3,000 annual stipend. (2 payments: June and Dec)						
	3rd Shift Differential: \$.50 per hour						