

AGREEMENT BETWEEN
THE NEWTOWN BOARD OF EDUCATION
AND
NEWTOWN SCHOOLS
CUSTODIANS AND MAINTENANCE ASSOCIATION
LOCAL 3924, AFT, AFL-CIO

JULY 1, 2023 THROUGH JUNE 30, 2026

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AGREEMENT BETWEEN
THE NEWTOWN BOARD OF EDUCATION
AND
NEWTOWN SCHOOLS
CUSTODIANS AND MAINTENANCE ASSOCIATION

Article 1
Agreement

1.1 This agreement is made and entered into this 6th day of June, 2023 by and between the Newtown Board of Education (hereinafter referred to as the "Board") and the Newtown Schools Custodians and Maintenance Association, Local 3924, AFTCT, AFT, AFL-CIO (hereinafter referred to as the "Association") for the period covered July 1, 2023 through June 30, 2026. The provisions of this Agreement shall apply to all employees covered under this Agreement, unless otherwise provided herein.

Article 2
Board Rights

2.1 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

- a) To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Board.
- b) To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures.
- c) To discontinue processes or operations or to discontinue their performance by employees.
- d) To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.

- e) To employ, transfer, promote or demote employees, or to lay off, furlough, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- f) 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 Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Nothing in the preceding sentence shall be construed to prevent the Board from taking disciplinary action against an employee for conduct not prohibited by a specific rule or regulation if the employee should reasonably have known that such conduct was improper.
- g) To create job specifications and revise existing job specifications, subject to the Union's right to negotiate the assigned wage rates.
- h) To determine the work year, work day and work schedules for employees.

**Article 3
Recognition**

3.1 The Board hereby recognizes the Association as the exclusive bargaining representative of all full-time and part-time custodians, including supervisory custodians and maintenance personnel employed by the Board for twenty (20) hours or more per week for purposes of bargaining collectively on wages, hours, and other conditions of employment.

**Article 4
Payroll Deductions**

4.1 The Board agrees to deduct from the pay of the employees covered by this agreement such dues as the Association uniformly applies to its members, when and if said employees individually and voluntarily authorize the Board to do so in writing, and to transmit to the Association all monies so deducted prior to the end of the month in which the deduction is made. Prior to September 1 of each school year, the Association shall give written notification to the Board's Business Office of the amount of its dues. The Association shall hold the Board harmless against all claims and any other forms of liability that may arise by reason of any action taken in making deductions and remitting it to the Association.

**Article 5
Work Schedule**

5.1 The custodial/maintenance normal work shift/work day is eight (8) hours for full-time employees, including a paid thirty (30) minute lunch period. The standard work week is Monday through Friday, for all three (3) shifts. The last day of the work week for the third shift carries over into Saturday. The principal and the Director of Facilities will determine

part-time worker's schedules including the paid lunch period. No custodian or maintenance employee may leave his/her school at any time without permission of his/her supervisor and/or his/her principal during his/her normally assigned work shift. No lunches or dinners will be provided by the Board of Education.

Article 6 Overtime

6.1 Employees shall be paid at the rate of one and one half (1.5) times their normal hourly rate for all work performed over eight (8) hours in any one work day or over forty (40) hours in any calendar week. Employees shall be paid at the rate of two (2) times their normal hourly rate for all work performed on Sundays and holidays, provided school is not in session. An employee who is designated by the Board as being subject to call outside his/her regularly scheduled hours and who is required to report to work shall be paid a minimum of two (2) hours at the applicable contractual rate.

6.2 Paid sick leave approved by the superintendent's office shall be considered as working time (hours) for the purpose of determining overtime eligibility. This sick leave must be paid from sick leave accumulated, or the yearly allowance as defined in Article 7.

6.3 Any employee who is out due to illness for more than three (3) days in any one week is not eligible for overtime regardless of whether or not it was accumulated sick leave. The Board shall maintain the right to assign overtime on an as-needed basis. The head custodians shall maintain a list of overtime assignments from which overtime assignments will be filled on a volunteer rotating basis. If no volunteer exists for an assignment, it is understood that the principal has the authority to request overtime assignments from the Director of Facilities and with the consent of the Director of Facilities. Overtime assignment for maintenance personnel shall be done by the Director of Facilities. On a day when a custodian is absent, a total of three (3) hours of overtime shall be paid to the remaining custodians to complete each absent employee's duties. The three (3) hours of overtime shall not apply during weeks of school and summer vacations. In cases of prolonged absences of a custodian, the head custodian may request from the Director of Facilities additional overtime to fulfill the duties of the absent employee(s).

Article 7 Sick Leave

7.1 All employees working thirty (30) hours or more per week shall be allowed fifteen (15) days sick leave each year, prorated for new hires, the day being defined in Article 5 herein. All employees working twenty (20) or more hours but less than thirty (30) hours per week, after they have worked in such capacity for the Board for at least one (1) year, shall be allowed four (4) days sick leave each year (except as otherwise required by Conn. Gen. Stat. §§ 31-57s and 31-57t), the day being defined as their average length of workday. Employees shall be allowed to use five (5) sick days per year for the care of an ill spouse, child or parent.

7.2 The unused portion of annual sick leave each year shall be allowed to accumulate until a maximum of one hundred fifty (150) days is reached. The total annual leave is defined in paragraph 7.1.

7.3 Whenever an employee is absent from work as a result of a personal injury caused by an accident arising out of, and in the course of, his/her employment, he shall be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for a period of six (6) months if medically warranted. During this six (6) month period, no part of such absence shall be charged to his/her annual or accumulated sick leave.

7.4 When the Superintendent or designee has reason to believe that there has been an abuse of sick leave, the following procedure shall be followed.

- (1) The Superintendent and/or designee will notify the suspected employee of the suspected abuse and begin counseling of the employee.
- (2) If the Superintendent or designee has reason to believe there has been a second abuse of sick leave, the Superintendent or designee shall have the right to require the suspected employee to verify his/her use of sick leave with a certificate from a physician, or to require an examination by an independent physician, such examination to be at the Board's expense.
- (3) Verified abuse of sick leave shall be subject to the discipline procedure outlined herein.

7.5 Absences bracketing holidays, i.e., occurring immediately before and immediately after a paid holiday, will cause such paid holiday to be also considered a "sick day," unless the employee is on an approved paid leave.

7.6 An employee who has worked for the Board for at least ten (10) months prior to July 1, and who each year does not use any sick days for a one (1) year period between July 1 and June 30, shall earn one (1) floating holiday for the following contract year.

Article 8
Personal Days

8.1 As many as three (3) personal days per year, prorated for new hires, shall be granted upon reasonable notification and approval of the building head custodian and the principal. Personal days are not similar to vacation days in that they are intended to be used only for necessary personal business that is not suitable as sick leave or vacation.

Article 9
Bereavement Leave

9.1 Custodians or maintenance workers shall be granted leaves with full-pay for a period of five (5) days following the death of an immediate member of his/her family. Immediate family members shall be defined as parents, step parents, foster parents, guardians, brothers, sisters, step brother, step sister, grandparents, in-laws (mother, father, sister, and brother), spouse, children or stepchildren. In extraordinary circumstances, allowance for bereavement leave may be made by the Superintendent or his/her designee.

Article 10
Vacations

10.1 Employees shall accrue vacation time as follows:

- a) Effective upon hire and continuing until the employee has completed five (5) years of service (i.e., until the employee reaches the fifth (5th) anniversary date), the employee shall earn vacation at the rate of .84 days per month.
- b) Upon completing five (5) years of service (i.e., after the employee reaches the fifth (5th) anniversary date), the employee shall earn vacation at the rate of 1.25 days per month.
- c) Upon completing ten (10) years of service (i.e., after the employee reaches the tenth (10th) anniversary date), the employee shall earn vacation at the rate of 1.66 days per month.
- d) Upon completing twenty (20) years of service (i.e., after the employee reaches the twentieth (20th) anniversary date), the employee shall earn vacation at the rate of 2.08 vacation days per month.

10.2 Years of service are determined on the anniversary date of employment. Vacation schedules must be approved by the Director of Facilities and the building principal thirty (30) days in advance. Vacations shall be taken between July 1 and June 30 of each year, with never more than ten (10) consecutive days taken during the school year. No more than ten (10)

vacation days may be carried over to the next year. Vacation time in excess of ten (10) days not taken prior to June 30 each year will be lost. The Director of Facilities may authorize a carryover of up to fifteen (15) days in extraordinary circumstances.

10.3 Employees may also request permission from the supervisor to be advanced up to five (5) vacation days from the current fiscal year, if those days have not yet accrued during that fiscal year. Should the employee leave the employ of the Board of Education during a year in which vacation days have been advanced, the employee understands that those days will be deducted from the final pay.

Article 11 Holidays

11.1 Custodians/maintenance employees working thirty (30) hours per week or more shall be entitled to the following holidays plus three (3) floaters with pay:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	½ day Christmas Eve
Memorial Day	Christmas Day
Independence Day	3 Floating Holidays

Custodian/maintenance workers working twenty (20) hours per week or more but less than thirty (30) hours per week, and who have worked at least one (1) year for the Board, shall be entitled to the following two (2) holidays with pay:

Thanksgiving Day	Christmas Day
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11.2 If one of these holidays falls on a day when school is session and the employee must work, he/she will be entitled to take one (1) additional floating holiday in its place. All floating holidays must be approved by the building principal and the Director of Facilities.

11.3 Should a school building need to be open on a holiday, a custodian will be asked to be on duty if deemed necessary. No custodian shall be required to be on duty when any Board member or school administrator enters the building.

Article 12 Jury Duty

12.1 Any custodian or maintenance employee who is called for jury duty shall receive the necessary leave to fulfill his/her legal obligations. The employee shall receive a rate of pay equal to the difference between his/her applicable salary and the jury duty salary. The employee called for jury duty shall notify the Director of Facilities in writing as soon as he/she

has received either a notice from the court indicating that he/she has been selected for service on the jury panel, or notice to appear in court for service on the jury panel.

Article 13 Leave of Absence

13.1 Subject to the approval of the Board, an employee may be granted a leave of absence without pay or benefits for no more than one (1) year upon written request for the following reasons:

- (1) Health reasons upon written statement from a physician. Upon request, any employee taking such leave shall submit to an examination by a physician retained by the Board for the purpose of verifying the necessity of the leave. Such leave will be granted concurrently with FMLA.
- (2) Personal reasons.
- (3) For child rearing upon written notice to the Board at least ninety (90) days prior to the commencement of the leave. The notice may be waived when health or emergency reasons necessitate. Such leave will be granted concurrently with FMLA.

13.2 An employee intending to return to work from any leave of absence shall file a notice of such intention with the Superintendent on a date established by the Superintendent at the commencement of the leave. Failure to file a notice of intent to return with the Superintendent by the required date shall cause the employee to be deemed to have resigned effective on the notice of return date.

13.3 Upon voluntary termination of the leave, the employee shall receive the first vacant position for which he/she is qualified in his/her classification or a lesser one.

13.4 The employee shall be placed in the most appropriate assignment available, which means that the employee shall be returned to a position that is the same or nearly the same as the one he/she left if such a position is available

13.5 The Board's obligation to the employee ceases if the employee refuses to accept employment in the position(s) offered by the Board.

Article 14 Appointment of Acting Head Custodian or Acting Night Supervisor

14.1 When the administration becomes aware of the extended absence of a head custodian or night supervisor, an acting head custodian or acting night supervisor shall be appointed within a twenty-four (24) hour period to serve during the absence. The acting head custodian or night supervisor shall be paid the head custodian's or acting night supervisor's differential applicable

at the school at which the work is performed. Said differential shall be paid for all hours that the acting head custodian or acting night supervisor assumes the duties of the head custodian or night supervisor. This temporary adjustment in compensation will be given during the temporary assignment only. Acting head custodians or acting night supervisors shall be appointed during any vacation period taken by the head custodian or night supervisor.

Article 15
Appointment of Acting Lead Maintenance

15.1 When administration becomes aware of the extended absence of a lead maintenance, an acting lead maintenance shall be appointed within a twenty-four (24) hour period to serve during the absence. The acting lead maintenance shall be paid the lead maintenance differential applicable at the school at which the work is performed. Said differential shall be paid for all hours that the acting lead maintenance assumes the duties of the lead maintenance. This temporary adjustment in compensation will be given during the temporary assignment only and shall not be retroactive to the start of the lead maintenance's absence if administration was not aware of its extended nature at its start. Acting lead maintenance shall be appointed during any vacation period, or absence of the lead maintenance of fifteen (15) working days or more.

Article 16
Insurance Benefits

16.1 The Board shall offer the current Anthem Lumenos High Deductible Health Plan (HDHP) as outlined and detailed in Appendix B, with a Health Savings Account (HSA) feature, with deductibles of \$2,250/\$4,500 ("HSA Plan"), whereby the deductibles shall be funded forty-five percent (45%) by the Board (with pro-rated funding of the deductible for employees who are hired after commencement of the insurance plan year). For 2023-24 and 2024-25, the Board shall deposit one-half of its contribution into the employee's HSA in July and the remaining one-half of its contribution in January. Effective with the 2025-26 contract year, the Board shall deposit one-half of its contribution into the employee's HSA in September and the remaining one-half of its contribution in January. The plan, including post-deductible prescription co-pays set forth in Appendix B shall apply.

Premium Cost Shares for this plan will be:

<u>Year</u>	<u>Anthem Lumenos HSA HDHP</u>
7/1/2023	18.0% premium co-payment
7/1/2024	18.5% premium co-payment
7/1/2025	19.0% premium co-payment

Once the deductibles are met the prescription coverage co-pays shall be as follows:

Generic/Brand-preferred/Brand non-preferred
\$10/\$30/\$50 2x copay for mail order 90 Supply

The parties acknowledge that the Board'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 custodians/maintenance personnel. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Wellness Incentive: The HSA 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 preventive physical examinations. If the employee and the employee's spouse (if applicable) complete one preventive physical examination during the term of the contract, the Board will make a one-time contribution into the employee's HSA, in the following amounts, as applicable:

Individual coverage:	\$100
Family coverage (includes Single +1 coverage):	\$200

For the purposes of this paragraph, the measurement period for completing the physical examination will be the period beginning July 1, 2023 and ending December 31, 2025. The Board will make its additional HSA contributions by June 30, 2026.

A Health Reimbursement Account ("HRA") shall be made available for any employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees' participation in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

16.2 The Board reserves the right to study alternative health insurance plans with different carriers and to change insurance carriers on health insurance provided the following steps occur:

16.2.1 The plan suggested as an alternative must contain coverage and benefits and administration comparable to the plans presently in place at no additional cost to the employee.

16.2.2 The Union shall have the opportunity to study the proposed plan for a period of forty-five (45) calendar days.

16.2.3 If at the end of the aforementioned forty-five (45) calendar days there is a disagreement between the parties on whether or not the plan offers the requisite coverage, benefits, portability, and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be required to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules that the

Board's proposed alternate carrier meets the criteria outlined in this section and the Board changes carriers, the standards must be maintained during the life of the contract. The Association shall retain the right to ask the arbitrator to reinstate the original carrier if the standards outlined are not maintained.

16.3 An election to cancel coverage or to reinstate coverage may be made during an open enrollment period for a minimum of twenty (20) calendar days established annually by the Board in May or June of each year and shall be effective during the succeeding July 1 through June 30 period. In addition, the option to reinstate coverage may be made upon a qualified change in family status, such as marriages, divorce, birth of a child, spousal benefit coverage loss, death of the employee's spouse, or in the event the employee's spouse involuntarily loses his/her job and its attendant coverage. Evidence is not required when coverage is reinstated due to a life-style change

16.4 For all purposes under this Article, a dependent child shall be defined according to applicable law.

- a. Currently as of the date of ratification it covers children up to, but not including, age twenty-six (26). This definition may change during the course of the contract.
- b. This includes the employee's dependent unmarried children who are incapable of self-sustaining employment by reason of mental or physical disability; if this child is receiving Social Security disability payments, and is eligible for Medicare, and then Medicare shall be the primary insurer.
- c. In the event of a question about a dependent receiving insurance coverage, the Board may require the employee to provide a certified copy of that portion of the employee's Federal Income Tax Return that lists dependents, or other legal documents showing the employee's legal responsibility to provide health insurance.

16.5 Excise Tax. If the Board determines that the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties will, upon request of the Board, engage in midterm negotiations solely to address the impact of the excise tax. Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan so as to reduce the cost of the plan below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

16.6 The Board shall make available dental insurance coverage to employees regularly scheduled to work thirty (30) hours or more per week, with coverage effective on the first day of the month following the completion of six (6) months of service (i.e., the first day of the month following the completion of the employee's sixth (6th) month anniversary date). All eligible employees shall pay the following premium contribution percentages for dental insurance coverage for each employee, spouse and child:

<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
22.5%	23.5%	24%

16.7 Long-term disability. The major benefit provisions are as follows:

1. Benefit: 50%
2. Maximum Monthly Benefit: \$4,000
3. Elimination Period: 180 days

16.8 The Board shall pay the complete expense of group life insurance coverage for each employee regularly scheduled to work thirty (30) hours or more per week at fifty thousand dollars (\$50,000) per employee. The Board shall pay the complete expense of group life insurance coverage for each employee working twenty (20) or more hours but less than thirty (30) hours per week, who has worked for the Board at least one (1) year, at twenty-five thousand dollars (\$25,000) per employee.

16.9 Employees who retire after thirty (30) years of service having attained age sixty-two (62) will be able to maintain individual health insurance coverage at their expense until they become eligible for Medicare.

Article 17 Pension Plan

17.1 Individual statements regarding the pension plan shall be provided annually to each participant. An annual statement of the condition of the pension plan as a whole will be available in the office of the Board of Education.

17.2 Participation in the Pension Plan is mandatory for all employees.

17.3 Employees hired on or after December 15, 2015 shall not be eligible to participate in the Town's Pension Plan. Rather, they shall participate in the Town's Defined Contribution Plan.

Article 18
Seniority and Reduction in Force

18.1 The seniority of an employee shall be defined as the employee's unbroken length of service with the Board in the position of custodian or maintenance worker since his/her last date of hire.

18.2 New employees shall be in a probationary status for a period of one hundred eighty (180) days. The probationary period shall be extended up to an additional ninety (90) days at the request of the Director of Facilities. Probationary employees may be disciplined or terminated by the Superintendent or the Superintendent's designee, and such discipline or termination shall not be subject to the grievance procedure herein.

18.3 Employee length of service shall be broken and length of seniority shall be lost as a result of the following:

- a. voluntary quit;
- b. discharge for just cause;
- c. failure to report to work upon expiration of approved leave of absence;
- d. failure to report to work without notification for three (3) consecutive working days;
- e. failure to report to work within five (5) days when recalled from layoff after a written recall notice is presented at the employee's home of record; or
- f. layoff for a period of two (2) years, without being recalled during such period.

18.4 An employee who transfers from a position covered by the agreement to a non-bargaining unit position shall retain his/her seniority, but shall not accumulate seniority. If the employee returns to the bargaining unit within a one (1) year period, he/she shall be credited with the seniority accumulated prior to leaving the bargaining unit.

18.5 When the Board determines that layoffs are necessary, employees with the least seniority by classification shall be laid off first. Employees shall be recalled by classification in the reverse order of layoff. The Board shall give three (3) month advance notice of layoff if an outside contract service is hired to replace any custodian or maintenance worker. If such replacement is of a temporary emergency nature and time is of the essence, any notification is sufficient.

18.6 When the Board creates a new position or decides to fill a vacancy in an existing vacant position, it shall post notice on the district website of its intent for a period of five (5) working days. Vacant positions, once determined by the Superintendent or his/her designee to fill, shall be posted within ten (10) working days. The Association President shall be given a copy electronically of all postings on the day they are posted.

18.7 During the five (5) working day period following the posting of such notice, any qualified employee may apply, on-line on the district website, for promotion or transfer to such position. The principal at the school with the open position may reject any applicant for cause. For purposes of this provision, cause will include documented written warning poor attendance record, discipline, or unsatisfactory work habits and/or performance record. If, in the opinion of the Director of Facilities, two (2) or more applicants are equally qualified and have the same relative training, performance record, and ability, the position will be assigned to the more senior employee.

18.8 The Director of Facilities will consider applications for promotion to head custodian or maintenance on the basis of the training, performance and ability of the applicants. If, in the opinion of the Director of Facilities, two (2) or more applicants are qualified and have the same relative training, performance record, and ability, the position will be assigned to the more senior employee. If, in the opinion of the Director of Facilities, no applicant has the requisite qualifications, he/she may hire from the outside.

18.9 When situations arise which necessitate the involuntary transfer of a member of the unit, the Association President shall be notified and the Director of Facilities, employee and the Association shall discuss the situation prior to taking any action. Employees shall only be involuntarily transferred for just business cause, prior to any employee being transferred, the Director of Facilities shall substantiate the just cause to the Association. An employee involuntarily transferred because of position elimination shall have the right to return to any position that becomes open in his/her former school or shift during the subsequent twenty-four (24) month period.

Article 19

Discipline and Dismissal

19.1 Disciplinary action, including dismissal, shall only be for just cause.

19.2 All disciplinary actions outlined in 19.1 through 19.6 must be documented by the Director of Facilities and/or the building or district administrator with copies to the following personnel:

Employee being disciplined
Employee's immediate supervisor
Building Principal (for custodians)
Director of Human Resources
Association President

19.3 Disciplinary and dismissal procedure is as follows:

- (1) first offense — verbal warning
- (2) second offense — written warning
- (3) third offense — dismissal or suspension for up to five (5) days without pay

19.4 Any employee may be subject to immediate suspension or dismissal for serious offenses provided, however, that the penalty dispensed (assessed) shall be commensurate with the offense for which it is given.

19.5 An employee shall have the right to grieve disciplinary action, including dismissal, in accordance with the provisions of the grievance procedure in Article 20.

19.6 If an employee receives a verbal warning and no further violation for a period of three (3) years occurs, the verbal warning may not be used for progressive discipline.

Article 20 Grievance Procedure

20.1 Definition:

- a. A "grievance" is a claim based upon the interpretation, meaning, or application of any of the provisions of this agreement.
- b. A "grievant" is the person or persons making the claim. If, in the judgment of the President of the Association, a grievance affects a group or class of members of the bargaining unit, the Association may submit such grievance in writing to the Director of Facilities directly, and the processing of such grievance will commence at Level Two. Such grievance shall not be processed to Level Three unless at least one (1) individual aggrieved employee follows the procedures provided in Level Three.
- c. A "party in interest" is the person or persons making the claim and any person whom might be required to take action, or against whom action might be taken in order to resolve the claim.
- d. "Days" as used in this article shall mean business days on which Central Office is open.

20.2 Purpose:

The purpose of this procedure is to secure solutions, at the lowest possible administrative level, to any grievance that may from time-to-time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing herein contained shall be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration.

20.3 Time Limit:

- a. Any grievance not presented in writing for disposition within twenty (20) days of the occurrence of the event or condition on which the grievance is based shall be forfeited and shall not be subjected to the procedure set forth in this article.

- b. Failure by the grievant at any level to appeal a grievance to the next level within the specified time period shall be deemed acceptance of the decision rendered at that level.

20.4 General Provisions:

- a. Any written grievance must set forth the specific article and section of this Agreement that has allegedly been misinterpreted or misapplied.
- b. The Association shall be provided with a copy of each written answer to the employee's grievance.
- c. If no written response to the grievance is rendered by the deadline at any level, the grievance may proceed to the next level.
- d. If any meetings under the grievance procedure are held during work hours, the grievant and an Association representative shall be excused to attend the meeting without loss of pay.
- e. No reprisals of any kind shall be taken by either party against any participant(s) in the grievance procedure by reason of such participation.

20.5 Level One — Immediate Supervisor:

Within fifteen (15) calendar days following the event or condition on which the grievance is based, a grievant with a grievance shall first discuss it with his/her principal or immediate supervisor (and a representative of the Association if the grievant so desires) with the objective of resolving the matter informally. The immediate supervisor shall give the grievant a written response within five (5) days.

20.6 Level Two — Director of Facilities:

In the event that the grievant is not satisfied with the disposition of the grievance at Level One, he/she may file a written grievance with the Director of Facilities within ten (10) days after the Level One meeting. Within five (5) days after receipt of the written grievance, the Director of Facilities shall meet with the grievant (and a representative of the Association if the grievant so desires) in an effort to resolve it. The Director of Facilities shall provide the grievant with a written response within ten (10) days of such meeting.

20.7 Level Three — Superintendent of Schools:

In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may file a grievance with the superintendent of schools or his/her designee within ten (10) days after the discussion at Level Two. Within five (5) days after receipt of the

written grievance, the Superintendent or his/her designee shall meet with the grievant (and a representative of the Association if the grievant so desires) in an effort to resolve it. The Superintendent or his/her designee shall provide a written response to the grievance within ten (10) days of such meeting.

20.8 Level Four — Board of Education:

In the event that the grievant is not satisfied with the disposition of the grievance at Level Three, he/she may submit the written grievance to the Board within fifteen (15) days after the meeting at Level Three. Within thirty (30) days after receiving the written grievance, the Board or Board committee shall meet with the grievant (and a representative of the Association if the grievant so desires) for the purpose of resolving the grievance. The decision on the grievance at Level Four shall be rendered by the Board or Board committee within fifteen (15) days after the meeting.

20.9 Level Five — Arbitration:

If a grievance is not settled at Levels One, Two, Three or Four, the Association may submit the grievance to final and binding arbitration before an arbitrator selected in accordance with the voluntary Rules of Labor Arbitration of the American Arbitration Association, provided that such submission is made within ten (10) days after the decision was rendered, or should have been rendered, at Level Four. Such grievance may be arbitrated under the American Arbitration Association's expedited rules if the parties mutually agree to do so; such agreement not to be unreasonably withheld by either party. Guidelines for arbitration are as follows:

- a) The arbitrator shall hear only one (1) grievance at a time. The arbitrator shall have no authority to add to, subtract from, or modify the terms of the agreement. The fees and expenses of arbitration shall be borne equally by the parties.
- b) If any arbitration proceeding is held during work hours, the grievant, any witness who testifies, and one Association representative (if the grievant is represented by the Association) will be excused for such proceeding without loss of pay.

Article 21
Miscellaneous

21.1 Employees hired before July 1, 2015 shall receive longevity payments annually, taxed separately from their regular pay check, based on years of service in the first pay period after their anniversary date in accordance with the following schedule:

10 years of service but less than 15 years of service	\$850
15 years of service but less than 20 years of service	\$1,100
20 years of service or more	\$1,350

Years of service shall be construed as the employee's length of service as defined in Article 18, paragraph 18.1. Employees hired on or after July 1, 2015 shall not be eligible for longevity payments.

21.2 When an employee is required to use his/her personal vehicle to perform his/her job, he/she shall be reimbursed at the established IRS rate. Mileage driven to and from home and work is not eligible for reimbursement.

21.3 Custodial and maintenance employees shall be provided with essential uniform garments and replacement clothing as needed. Uniforms are mandatory and consist of trousers, summer and winter shirts, jackets, belts and work shoes. Each employee shall receive an annual shoe allowance in the amount of \$200 to be used for reimbursement for purchase of a closed shoe that ties or closes by Velcro. This payment shall only be made upon the presentation of an original receipt showing the purchase of this type of footwear.

21.4 The principal is expected to be a contributing evaluator of head custodians in addition to the Director of Facilities.

21.5 The Union agrees to the thirty (30) hour part-time language referred to in paragraphs 3.1, 5.1, 7.1, 11.1, and 16.8 if part-time positions are kept to a maximum of four (4) positions (discussion with, and approval by, the Union may increase that number), and if the person designated as floater is defined as an employee who fills in due to absences of a regular full-time employee.

21.6 Employees shall be paid biweekly, via direct deposit, in accordance with the standard pay periods from July through June. Pay stubs shall be delivered via email.

21.7 The designation of personal and sick days on time records is binding, and cannot be changed after the next pay period for which the time record has been submitted.

Article 22 Association Rights

22.1 The Board shall provide bulletin boards, for the Association's sole use, in the custodians' break rooms in each school, and in the maintenance office.

22.2 Members of the Association's Bargaining Team who attend negotiating session during work hours shall not suffer any loss in pay.

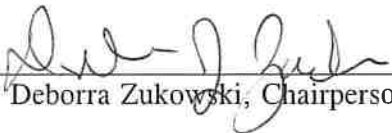
Article 23 Duration

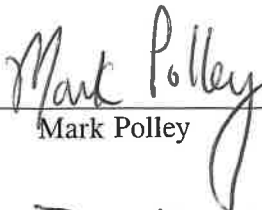
23.1 The duration of this contract shall be July 1, 2023 through June 30, 2026.

In witness whereof, the parties hereby have caused these present to be executed this ___ day of _____, 2023 by their proper officers, hereunto duly authorized.

THE NEWTOWN BOARD OF EDUCATION

NEWTOWN CUSTODIANS &
MAINTENANCE ASSOCIATION

By 
Deborra Zukowski, Chairperson

By 
Mark Polley

Date June 8, 2023

Date June 12, 2023

**APPENDIX A
WAGE SCHEDULE
JULY 1, 2023 to JUNE 30, 2026**

Category/Step	2023-24	2024-25	2025-26
Custodian	\$27.61	\$28.44	\$29.30
Night Supervisor/Lead Custodian	\$29.39	\$30.27	\$31.18
Head Custodian - Elementary	\$32.35	\$33.32	\$34.32
Head Custodian - MS/5-6	\$34.41	\$35.44	\$36.51
Head Custodian- High School	\$35.72	\$36.79	\$37.90
Maintenance	\$34.23	\$35.25	\$36.31
Licensed Mechanic*	\$38.48	\$39.64	\$40.82
Crew Leader	\$41.33	\$42.57	\$43.85

* The term Licensed Mechanic shall be defined as a member holding a valid Connecticut Plumbing, Electrical, or HVAC license.

Night Shift Differential: All employees who work the night shift shall receive a shift premium of \$0.80 for all hours worked on the night shift. The night shift shall be defined as all shifts that start after 10 p.m.

Your summary of benefits



Anthem Blue Cross and Blue Shield, Newtown BOE H S A

Your Plan: Anthem Century Preferred PPO H S A \$2,250/\$4,500

Your Network: Century Preferred RX copays \$10/\$30/\$50

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i>	\$2,250 person / \$4,500 family	
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$3,250 person / \$6,500 family	\$5,500 person / \$11,000 family
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.</i>	No charge	20% coinsurance after deductible is met
Doctor Home and Office Services Primary care visit to treat an injury or illness	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Specialist care visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Routine Prenatal Care	No Charge	20% coinsurance after deductible is met
Routine Postnatal Care	No Charge	20% coinsurance after deductible is met
Other practitioner visits: Retail health clinic On-line Medical Visit <i>Live Health Online is the preferred telehealth solutions (www.livehealthonline.com)</i> Acupuncture <i>Covered</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Other services in an office: Allergy testing Chemo/radiation therapy Dialysis/Hemodialysis Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection.</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Diagnostic Services</p> <p>Lab:</p> <ul style="list-style-type: none"> Office Freestanding/Site-of-Service Lab Outpatient Hospital 	<ul style="list-style-type: none"> 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 	<ul style="list-style-type: none"> 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
<p>X-ray:</p> <ul style="list-style-type: none"> Office Freestanding/Site-of-Service Radiology Center Outpatient Hospital 	<ul style="list-style-type: none"> 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 	<ul style="list-style-type: none"> 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
<p>Advanced Diagnostic Imaging: <i>Imaging services include MRI, MRA, CAT, CTA, PET, and SPECT scans</i></p> <ul style="list-style-type: none"> Office Freestanding/Site-of-Service Radiology Center Outpatient Hospital 	<ul style="list-style-type: none"> 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 	<ul style="list-style-type: none"> 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Emergency and Urgent Care Urgent Care Emergency Room Facility Services Emergency room doctor and other services Ambulance Transportation	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met Covered as In-Network Covered as In-Network Covered as In-Network
Outpatient Mental Health and Substance Use Disorder Doctor office visit and Online Visit Facility visit: Facility fees Doctor Services	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Outpatient Surgery Facility fees: Hospital Freestanding Surgical Center	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Doctor and other services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services): Facility fees (for example, room & board) Doctor and other services	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
Recovery & Rehabilitation Home health care <i>Coverage is limited to 200 visits per benefit period (80 of those visits can be Home Health Aide visits). Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Rehabilitation services (for example, physical/speech/occupational therapy/chiropractic): Office <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In- Network and Non-Network</i> Outpatient hospital <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In- Network and Non-Network</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Cardiac rehabilitation</p> <p>Office</p> <p>Outpatient hospital</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p>Skilled nursing care (in a facility) <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 120 days per benefit period.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p>Hospice</p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p>Durable Medical Equipment <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p>Prosthetic Devices <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors is 0% coinsurance after deductible when In-Network.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>

Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Pharmacy Deductible	Combined with medical deductible	Combined with medical deductible
Pharmacy Out of Pocket	Combined with medical out of pocket maximum	Combined with medical out of pocket maximum
Prescription Drug Coverage <i>National Drug List</i> <i>This product has a 30-day supply is available at a Retail Pharmacy. A 90 day supply is available through Home Delivery.</i>		
Tier 1 - Typically Generic <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$10 copay after deductible is met (\$10 retail and home delivery).	20% coinsurance after deductible (retail)
Tier 2 – Typically Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$30 copay after deductible is met (\$60 copay home delivery).	20% coinsurance after deductible (retail)
Tier 3 - Typically Non-Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	\$50 copay after deductible is met (\$100 retail and home delivery).	20% coinsurance after deductible (retail)

Your summary of benefits

Notes:

- The family deductible and out-of-pocket maximum are non-embedded; the deductible can be met individually or accumulatively.
- Your coinsurance, copays and deductible count toward your out of pocket amount.
- For additional information on this plan, please visit sbc.anthem.com to obtain a "Summary of Benefit Coverage".
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.

Language Access Services:

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (844) 682-6553.

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

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Armenian (հայերեն): Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով (844) 682-6553:

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Language Access Services:

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Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (844) 682-6553 ਤੇ ਕਾਲ ਕਰੋ।

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It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.