AGREEMENT

LEBANON BOARD OF EDUCATION

AND

C.S.E.A.
LOCAL 2001

July 1, 2022 — June 30, 2026

SCHOOL CUSTODIANS

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PREAMBLE

This Agreement is entered into by and between the Board of Education of the Town of Lebanon, hereinafter referred to as the Board, and Local 2001, C.S.E.A., SEIU, hereinafter referred to as the Union.

ARTICLE I
RECOGNITION

1.0 The Board recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining on matters of wages, hours of employment, and other conditions of employment for all custodians and matrons of the Board of Education who work twenty (20) or more hours per week, excluding supervisors (supervisors do not include Head Custodian), students, and seasonal employees.

1.1 The Union shall furnish the Board with a list of its officers, executive committee members and stewards who work for the Board and as soon as possible notify the Board in writing of any changes therein. Such notification shall be sent to the Superintendent. No officer, executive committee member or steward shall be recognized by the Board until such written notification of his appointment shall be received by the Board from a duly authorized officer of the Union.

1.2 The terms "Board of Education" or "Board" as used in this Agreement, shall be defined as the Board or its designee. The terms "Superintendent of Schools" or "Superintendent", as used in this Agreement, shall be defined as the Superintendent or his or her designee.

ARTICLE II
WAGE DEDUCTIONS

2.0 Upon receipt of individual written authorization from the CSEA, Local 2001 members, the Board of Education agrees to deduct Association dues monthly from earned wages and remit promptly to Civil Service Employees Affiliates, Local 2001, 760 Capitol Ave, Hartford, Connecticut 06106 not later than the last day of the each month. A list of employee's names together with the amount deducted for dues shall be remitted to the Union.

2.1 No other form of written request and no verbal request by any employee will be accepted by the Board. In any event no refunds will be made to any employee for any reason.

2.2 The Board and the Union agree that union membership shall be on a voluntary basis.

2.3 The Union agrees to save the Board harmless from any action growing out of these deductions and commenced by any employee against the Board and assumes full responsibility for the disposition of the funds so discussed once they have been turned over to the authorized responsible official of the Union.

2.4 The Board shall provide each employee with access to an electronic copy of the contract within thirty (30) days after the signing of this Agreement.

a. New employees shall be provided with access to an electronic copy of this Agreement.

b. The Board shall provide the Service Employees International Union office with a signed contract after the signing of this Agreement.

ARTICLE III
SENIORITY

3.0 The Board shall prepare a list of all employees covered by this agreement showing their seniority in length of service with the Board and deliver the same to the Union on September 1 of each year. Upon completion of their probationary period, new employees shall be added to this list.

3.1 No employee shall attain seniority or other rights under this Agreement until he has been continuously on the payroll of the Board for a period of one hundred eighty (180) calendar days of which ninety (90) must be served while the schools are in session. Until expiration of such period, he shall be on probation and may be terminated by the Board in its sole discretion for any reason whatsoever and neither the employee nor the Union, on his behalf, shall have recourse to the grievance provisions of this Agreement. An employee, after completion of his probationary period, shall acquire seniority commencing on the date of his employment.

3.2 Vacancies. Job vacancy is defined as an opening or new position. Employees desiring to bid on the job or apply for transfer shall file an application in writing to the Superintendent within the posting time limit.

a. The matter of filling job vacancies covered by this Agreement shall be solely within the control of the school administration in accordance with the terms of this section. Vacancies may be filled by the Superintendent of Schools through transfer of employees or by qualified new applicants. Consideration shall be given to the present staff on the basis of qualifications and seniority, provided, however, the overall welfare of the school system will be considered as paramount when filling vacancies.

b. When an employee is temporarily retained in a vacancy or new position for a period of one hundred eighty (180) calendar days, he shall be considered qualified and allocated to said position, if the position continues to exist; otherwise, he shall be returned to his former position.

3.3 Reduction in Force. Whenever a reduction in work is required, the reduction shall be made in the following manner: probationary employees shall be laid off before permanent employees. Permanent employees shall be laid off in inverse order to their length of service with the Board.

3.4 Recall. Whenever a recall of employees is required, the recall shall be made in inverse order to the reduction procedure followed per Section 3.3. The Superintendent of Schools shall have the right to deviate from the above procedure for reasonable cause. Employees shall remain on the recall list for two (2) years.

In the event an employee refuses to return to work when recalled, his seniority will be considered lost, and he will no longer be considered eligible for recall. Notice of recall shall be sent to the individual's last known address by registered mail. It shall be the laid off individual's responsibility to notify the Superintendent of Schools of his or her current address. Failure to respond in writing to the notice of an opening within five (5) working days after mailing thereof shall be deemed a refusal to accept re-employment. Returning individuals must return to work within ten (10) working days after receipt of a notice of recall or when the position becomes available, whichever occurs last.

3.5 Transfer. Transfer of custodial personnel between buildings and/or work shifts may be initiated by the Superintendent of Schools or designated agent. In making personnel transfers, the needs and interests of affected parties will be given every consideration, but the overall welfare of the school system will be considered as paramount when personnel transfers are deemed to be necessary. The power of transfer shall not be used as punishment.

3.6 An employee shall lose his seniority if he: quits, resigns, or is discharged for cause; is absent from work for five (5) consecutive work days without notifying the Superintendent and/or his/her designate or without satisfactory excuse; exceeds a leave of absence without satisfactory explanation, or; fails to return from a layoff within ten (10) working days after receipt of a notice by registered mail to return.

3.7 Safety and Building Support. Custodians will be responsible for maintaining building safety and minor repairs.

ARTICLE IV
WAGES, HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY

4.0 Employees below the top step (6) will advance a step each year of the 2022-26 agreement.

Step	2022-23	2023-24	2024-25	2025-26
1	$16.65	$17.07	$17.50	$17.94
2	$18.44	$18.90	$19.37	$19.85
3	$20.21	$20.72	$21.24	$21.77
4	$21.99	$22.54	$23.10	$23.68
5	$23.82	$24.42	$25.03	$25.66
6	$24.05	$24.65	$25.27	$25.90

Effective July 1, 2022, wage rates will increase by two and one-half percent (2.5%).
Effective July 1, 2023, wage rates will increase by two and one-half percent (2.5%).
Effective July 1, 2024, wage rates will increase by two and one-half percent (2.5%).
Effective July 1, 2025, wage rates will increase by two and one-half percent (2.5%).

The resulting wage schedules are set forth above.

4.1 Custodians will be paid via direct deposit.

4.2 A full-time work year is defined as fifty-two (52) weeks at forty (40) hours a week, although the actual time a full-time employee will actually work will depend on the calendar year, weather cancellations and other factors. The Board may place new hires on the wage scale based on experience and training, but not on a higher step than current employees with similar experience and training.

4.3 An employee shall advance on the salary scale until he/she reaches the final step of the schedule. All salary increases will begin on July 1 of each year. For salary purposes only, an employee hired prior to December 31 will have the previous July 1 as his date of hire while a person hired after December 31 will have the next July 1 as his date of hire.

4.4 The regularly scheduled work day shall be eight (8) hours a day, Monday through Friday, including lunch. (It is understood that custodians will remain on call while having a lunch break.) Starting and finishing hours shall be determined by the particular needs of each individual school as determined by the Superintendent of Schools or designee. Adjusting the regularly scheduled work day must be approved one week in advance by the supervisor.

4.5 Overtime.

a. Time and one-half (1-1/2) shall be paid for:

All work performed in excess of forty (40) hours in any one work week as assigned.

All work performed on Saturday as assigned.

Work performed outside of regular schedule as described in 4.4.

Weekend building check option of a minimum of two (2) hours standby for a custodian if such procedure is instituted by the Board of Education.

Sick time, vacation time and holidays shall be included in calculating hours worked for the purposes of overtime calculations.

b. Double (2x) time shall be paid for:

All work performed on Sunday as assigned.

All work performed on holidays except on holidays when school is in session. Holidays will be those days defined in Section 5.0.

c. There shall be no duplicate payment of overtime under this Article for any hours worked.

d. All overtime work shall be distributed equitably in each school among employees. Employees refusing an overtime assignment shall be placed at the end of the list for future overtime assignments. In the event a school building cannot be covered for an overtime assignment by its regular staff, some other responsible member of the staff (within or outside the bargaining unit) may be assigned to perform this task.

e. All overtime work shall be work which is assigned and scheduled and not work which is volunteered by the employee. All overtime assignments must have prior approval by the Superintendent and/or designee.

4.6 Call back will result in a minimum of two (2) hours overtime pay at the applicable overtime rate. These hours are not to be attached or in sequence with a regular shift.

4.7 Use of Gymnasiums and Facilities. If an activity does not involve a Lebanon based school or town-sponsored group, a custodian must be on duty before, during and after the event and shall be paid at the applicable rate. The Superintendent of Schools, however, may exercise the right not to have a custodian be present for the entire event if he/she determines that a custodian's presence is not necessary. A custodian will open and set up the school facilities and shall be paid for two (2) hours at the appropriate rate. A custodian will at a designated time return to lock the facilities when the activity has been completed, and shall be paid for two (2) hours at the appropriate rate for cleanup.

ARTICLE V
HOLIDAYS

5.0 The following holidays which occur during the terms of employment shall be observed as days off with regular pay, providing the employee works the scheduled day before and the scheduled day after the holiday. Holidays occurring during vacation shall be deemed to have met this clause:

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

5.1 If the holiday falls on a weekend, the Superintendent will designate the celebratory day. If school is scheduled for a holiday, employees who work that day shall receive a floating holiday in place of the scheduled holiday.

5.2 Nothing in this Agreement shall in any way abridge the Board's rights to schedule employees to work on recognized holidays.

5.3 Employees scheduled to work less than forty (40) hours per week shall receive these benefits on a prorated basis.

ARTICLE VI
VACATION

6.0 The employee's anniversary date of hire will be used to determine the amount of vacation time due as of July 1 each year, and he shall be paid at his current straight time rate of pay.

- 0-3 years 5/6 day/month to 10 days/year
- 4-5 years 1 day/month to 12 days/year
- 6+ years 1-2/3 days/month to 20 days/year.

6.1 All requests for vacation must receive prior approval from the Superintendent or designee. Seniority will govern in the case of conflicts between employee's requests and the work schedule requirements.

6.2 Pro rata accumulated vacation pay to the end of the preceding month shall be granted to an employee in the event he terminates his services with the Board, providing the employee gives the Superintendent of Schools or his designee at least thirty (30) days advance written notice of his desire to terminate.

6.3 Ordinarily all vacation time shall be taken in the fiscal year immediately following the year in which it is earned with no overlapping or accruals from year to year. Exceptions to this item may be made upon written request and by approval of the Superintendent.

6.4 No personal leave days can be used in conjunction with vacation days.

6.5 Employees covered by contract will have a pro rata vacation pay based on hours worked in previous year provided that they have worked less than the total normal full time work year.

6.6 During school shutdowns all custodians will be expected to work the day shift unless this change creates a hardship on the employee. The employee must request an exception to this policy. Exceptions to this item may be made by approval of the Superintendent.

ARTICLE VII
LEAVE PROVISIONS

7.0 Sick Leave. Employees shall receive sick leave with full pay of one (1) working day a month for the first five years of service, one and one-half (1-1/2) days per month of service after five (5) years of service, with the amount of one hundred sixty (160) days of unused sick leave that can be accumulated, sick days shall accrue on a monthly basis; thereafter, sick leave shall be credited to the employee at the beginning of the contract year with the anticipation that the employee will work a full year. In the event that such employee does not work for the full contract year, he or she shall repay the Board for any sick leave used on a pro rata basis.

a. A doctor's certificate showing date of illness or incapacity may be required after three (3) consecutive working days of absence or when the Superintendent has a reasonable suspicion of sick leave abuse.

b. If an employee is out of work for more than three (3) consecutive working days, the Superintendent may require a physical examination by a doctor of its selection at the Board's expense to verify illness or incapacity.

If abuse of sick leave by an employee was indicated, the Superintendent may require a physical examination by a doctor of its selection at the Board's expense verifying evidence of good health.

c. In exceptional cases, the Board may grant additional sick leave with or without pay. Request for such additional sick leave shall be in writing and must be signed by the employee.

7.1 Payment of Unused Sick Leave. Upon retirement through the Union pension plan, disability and/or Social Security from the Lebanon Public Schools, the Board will pay for unused sick leave at an hourly rate equal to one-half the average hourly earnings in the last three years of service. The employee must give six (6) months' written notice to claim this benefit. Retirement must be in good standing. Maximum accumulation for payment at retirement shall be one hundred fifty (150) days.

Employees hired after July 1, 2014 are not eligible to receive this benefit.

7.2 Personal Leave. A total of three (3) days personal leave without salary deduction may be allowed but will not accumulate from year to year, for legal and personal obligations that cannot be addressed outside of regular work hours. A reason must be given for all three of the personal leave days.

Personal leave days must be requested in writing at least forty-eight (48) hours in advance whenever possible. In case of an emergency, a request for personal leave must be submitted as soon as possible.

All leave is subject to approval. When requesting personal leave, it is understood that advance notification be given whenever possible. Any leave is to be taken immediately upon the situation giving rise to the leave.

Other days without salary deduction in cases of emergency or hardship may be granted at the discretion of the Superintendent of Schools.

No days without salary deductions shall normally be granted immediately prior to or following a school holiday or vacation.

7.3 Bereavement Leave. In the event of a death in the immediate family, the employee will be paid for time lost for scheduled work not to exceed three (3) days in order to attend the funeral. These days will not be charged to sick leave. Immediate family includes spouse or partner, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, grandchild, step-children, step-sister, step-brother, step-parent, legal guardian, or member of the immediate household.

7.4 Military Leave. Military leave shall be in accordance with federal and state guidelines.

7.5 Unpaid Leave of Absence. A leave of absence may be granted by the Superintendent to any custodial employee with the school system. The Superintendent shall inform the Board of any such leave.

During the leave of absence, the salary and benefits of the employee will not be paid by the Board. The employee may elect to reimburse the Board for the medical benefit, thus paying the group rate and continuing his membership coverage. Sick leave and vacation will not accrue.

7.6 Except with permission of the Superintendent, no more than three (3) employees may take leave on the same day.

7.7 During the course of any extended paid or unpaid leave granted for medical reasons (including leave due to work-related injury or illness), the Superintendent of Schools may periodically require an employee to provide a statement from his or her physician indicating the anticipated date the employee will return to work and either the nature of the illness or the disability or the fitness of the employee to return to work. The Superintendent may require the employee to undergo an examination by a Board-appointed physician to verify this information. The Board shall pay the cost of such examination not covered by medical or health insurance.

7.8 Any leave granted under the provisions of this contract or Board policy, shall be credited against an employee's entitlement under the Family and Medical Leave Act, provided such leave was for a purpose recognized under the Act.

ARTICLE VIII
BENEFITS

8.0 A. Connecticut State Partnership Plan 2.0 (SPP) (Medical Benefits)

Subject to the conditions set forth below, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for medical benefits. The medical benefits shall be as set forth in the SPP effective on July 1, 2018, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

1. The premium rates shall be set by the SPP. Based on such rates, the Board shall establish a blended rate to provide the same rate to active and retired employees.

2. Effective July 1, 2022, the Board shall pay for all full-time employees (*i.e.*, working between forty (40) and thirty (30) hours per week) eighty-three percent (83%) of the premium cost, and the employee shall pay seventeen percent (17%) of such cost. For employees working between twenty (20) and thirty (30) hours per week, the Board will pay eighty-three percent (83%) of the premium cost for individual coverage, and the employee shall pay seventeen percent (17%) of the premium cost for individual coverage and, if applicable, one hundred percent (100%) of the additional cost for family coverage.

   Effective July 1, 2023, the Board shall pay for all full-time employees (*i.e.*, working between forty (40) and thirty (30) hours per week) eighty-two percent (82%) of the premium cost, and the employee shall pay eighteen percent (18%) of such cost. For employees working between twenty (20) and thirty (30) hours per week, the Board will pay eighty-two percent (82%) of the premium cost for individual coverage, and the employee shall pay eighteen percent (18%) of the premium cost for individual coverage and, if applicable, one hundred percent (100%) of the additional cost for family coverage.

   Effective July 1, 2024, the Board shall pay for all full-time employees (*i.e.*, working between forty (40) and thirty (30) hours per week) eighty-one percent (81%) of the premium cost, and the employee shall pay nineteen percent (19%) of such cost. For employees working between twenty (20) and thirty (30) hours per week, the Board will pay eighty-one percent (81%) of the premium cost for individual coverage, and the employee shall pay nineteen percent (19%) of the premium cost for individual coverage and, if applicable, one hundred percent (100%) of the additional cost for family coverage.

   Effective July 1, 2025, the Board shall pay for all full-time employees (*i.e.*, working between forty (40) and thirty (30) hours per week) eighty percent (80%) of the premium cost, and the employee shall pay twenty percent (20%) of such cost. For employees working between twenty (20) and thirty (30) hours per week, the Board will pay eighty percent (80%) of the premium cost for individual coverage, and the employee shall pay twenty percent (20%) of the premium cost for individual coverage and, if applicable, one hundred percent (100%) of the additional cost for family coverage.

3. The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance $100 per month premium cost increase or the $350 per participant to a maximum of $1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The $100 per month premium cost increase shall be implemented through payroll deduction, and the $350/$1400 annual deductible shall be implemented through claims administration.

4. In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c(b)(1) as to the sole issue of medical benefits, including plan design and plan funding, premium cost share and/or introduction of a replacement medical benefits plan in whole or in part:

   a) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan; and/or

   b) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan; and/or

   c) If the cost of medical benefits plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits design and funding, premium cost share and/or introduction of an additional optional medical benefits plan.

5. In any negotiations triggered under subparagraph c above as well as negotiations for a successor to the current collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Article VIII of the collective bargaining agreement to be the baseline for such negotiations, and the parties shall consider the following additional factors:

   - Trends in medical insurance plan design outside of the SPP;
   - The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

   Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

B. Dental Insurance: Blue Cross/Blue Shield Full Service Dental Care Plan with Rider A, or comparable dental coverage, with custodians contributing twenty-two percent (22%) for the 2022-23 contract year, twenty-three percent (23%) for the 2023-24 contract year, twenty-four percent (24%) for the 2024-25 contract year and twenty-five percent (25%) for the 2025-26 contract year.

C. Life Insurance: Life insurance, for individual employee, of $25,000.

D. To be eligible to participate in the insurance plans set forth above, each employee must submit a written wage deduction authorization permitting the Board of Education to deduct from the employee's salary his or her share of the cost of benefit; during open enrollment. An employee may withdraw from full coverage at his or her option. Reinstatement of discontinued benefits is subject to the terms of the Board's insurance plan.

E. The Board reserves the right to provide the coverage above through alternative carriers, provided that the coverage and administration are substantially equivalent. The Union will be consulted regarding any proposed insurance carrier change. Any disagreement regarding "substantially equivalent" shall be resolved through the grievance procedure at the arbitration level, prior to the implementation of such change.

F. Subject to law, including the rules and regulations of the Internal Revenue Service, and independent of the requirement that employees contribute to the cost of insurance benefits, the Board shall, not later than the effective date of this Agreement, implement and maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employee's share of health insurance premiums.

8.1 Employees may participate in a sickness and accident group insurance plan at their own expense. The Board agrees to provide payroll deductions for those employees who choose to participate.

8.2 Pension (32BJ Connecticut Pension Fund):

The Board shall not contribute more than 14.5% of gross salary and any amount in excess of such contribution shall be paid by the employee.

The Board shall not contribute more than the percentage of gross salary set forth above and any amount in excess of such contribution shall be paid by the employee.

8.3 Beginning in the seventh (7th) year of experience (service) through the fifteen (15th) year of experience as a custodian in the Lebanon Public Schools the employee will receive a longevity payment of $500.00 each year made to a Board authorized retirement program; to be paid in June.

Employees who have sixteen (16) or more years of experience (service) as a custodian in the Lebanon Public Schools will receive a longevity payment of $700.00 each year made to a Board authorized retirement program; to be paid in June.

Employees hired after July 1, 2014 are not eligible to receive longevity payments until their sixteen year of service as a custodian in the Lebanon Public Schools.

Employees hired on or after July 1, 2018 shall not be eligible to receive longevity payments.

8.4 The Board shall provide an annual shoe allowance of $150.00 per year to be paid upon receipt of an invoice or receipt for the purchase of work shoes. The Board may elect to provide each custodian with long/short sleeve shirts and require them to wear these shirts as part of their work uniform. All worn out shirts may be exchanged for new items at no cost to the employee. Replacement of lost items will be the responsibility of the employee.

ARTICLE IX
RIGHTS OF THE BOARD

9.0 It is recognized that the Board has and will continue to retain whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Lebanon in all its aspects, including, but not limited to, the following: to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of

Lebanon; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the type of work of employees or other persons; to determine shift schedules and hours of work; to decide the methods, procedures, and means of conducting the work; to select, hire, and demote employees, including the right 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 of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for just cause; to promote, transfer and lay off employees; to prepare and submit budgets to the Town and to allocate monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this Agreement.

9.1 Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that the employees or the Board of Education have enjoyed heretofore, unless it is specifically superseded by a provision of this Agreement.

9.2 As a pre-employment requirement custodians will be required to participate in drug testing prior to hire.

ARTICLE X
GRIEVANCE PROCEDURE

10.0 A grievance shall be defined as a claim by an employee that as to him there has been a violation of the specific terms of this Agreement. The grievance shall be filed within ten (10) days of the date the employee knew or should have known of such grievance, otherwise the grievance shall be deemed to have been waived by the employee.

Grievances shall be adhered to as outlined:

Step One. The aggrieved employee and the Supervisor of Custodians shall meet in an effort to adjust the grievance. Either party may request that the school principal attend this meeting. If the grievance is not resolved, it may be submitted to the next step by stating the grievance in writing, specifying the section of the Agreement involved, and giving a copy to the Superintendent of Schools within ten (10) working days after the above meeting.

Step Two. If not satisfactorily resolved, the grievance may be submitted within ten (10) working days thereafter to the Superintendent who shall answer the grievance in writing within five (5) working days after receiving such grievance.

Step Four. If not satisfactorily resolved, the grievance may be submitted to the Board within ten (10) days after the Superintendent has issued his or her decision. The Board, or a subcommittee of the Board, shall schedule a hearing on the grievance within thirty (30) calendar days from the date of its filing.

Any time limit specified within this Article, except for the initial filing of a grievance, may be extended by mutual agreement of the Union and the Board of Education provided that, if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the answer in the last step considered, and if there is no answer within the time limit specified, the grievance shall be deemed to have been denied.

In the event that the Union is not satisfied with the disposition of the grievance at Step 4, within thirty (30) calendar days after the receipt of the Board's decision, the Union may submit the grievance in writing to the State Board of Mediation and Arbitration with a copy to the Superintendent of Schools. Said Board shall hear and act on such dispute in accordance with it rules and regulations. The arbitrator shall be bound by the specific terms of this Agreement, and he or she shall have no authority to add to, subtract from, or in any way modify its terms. The decision of the arbitrator shall be final and binding on all parties and shall be the exclusive remedy for breach of this Agreement, except that the parties do not waive their legal right to appeal the arbitrator's award pertaining to such grievance as permitted by law.

An officer or steward of the Union, as designated by the Union, shall be afforded a reasonable amount of time, without the loss of pay, to adjust grievances and attend hearings for same.

ARTICLE XI
PART-TIME EMPLOYEES

11.0 As the collective bargaining agreement between the Board and the Union defines a full-time employee as working forty (40) hours a week, a part-time custodian is understood to be any custodian who is regularly assigned to work at least twenty (20) hours a week but less than forty (40) hours a week.

11.1 Concerning the definitions of the work-year, work week and the regularly scheduled work day, as set forth in Article 4, it is understood that these definitions do not limit the ability of the administration to schedule a part-time custodian to a work week of other than forty (40) hours and a work day of other than eight (8) hours.

11.2 Concerning reduction in force, as set forth in Article 3.3, probationary employees shall be laid off before part-time custodians, and part-time custodians shall be laid off before full-time custodians.

11.3 Concerning the recall of custodians, as set forth in Article 3 .4, part-time custodians do not have an automatic right of recall to a full-time position. Full-time custodians who are recalled to part-time positions may decline the part-time position and remain eligible for recall.

11.4 Part-time custodians, as set forth in Article 5.3, are entitled to paid holidays on a prorated basis, based on their regularly scheduled hours.

11.5 Part-time custodians are eligible for paid vacation, as set forth in Article 6.0, on a prorated basis based on their regularly scheduled hours. For example, a two-year employee who works twenty (20) hours a week would be entitled to five (5) vacation days.

11.6 Part-time custodians shall accumulate sick leave, as set forth in Article 7.0, on a prorated basis, based on the percentage of time a part-time custodian works each week as compared to a full-time custodian. For example, a custodian who works twenty (20) hours a week shall accrue .5 sick days per month of service, as opposed to 1 day a month.

11.7 Part-time custodians will receive personal days on a prorated basis, with the prorating of personal days calculated in the same manner as described in paragraph 7, above.

11.8 Part-time custodians who work thirty (30) or more hours a week are eligible for participation in the Connecticut State Partnership Plan 2.0 (SPP) as set forth in Article 8.0.B. Part-time custodians who work less than thirty (30) hour a week are eligible to receive individual health insurance coverage as set forth in Article 8.0.B; the cost for coverage for a part-time custodian's spouse or families' members shall be at the custodian's expense.

11.9 Should a part-time custodian be eligible for participation in the employee pension plan as set forth in the 32BJ Connecticut Pension Fund, the Board shall contribute the amounts set forth in Article 8.2.

11.10 Part-time custodians are not eligible to receive longevity payments.

11.11 Part-time custodians shall receive credit for years of service on a pro-rated basis based on their regularly scheduled work hours for the purposes of seniority.

ARTICLE XII
SAVINGS CLAUSE

12.0 If any section, sentence, clause or phrase of the Agreement shall be held for any reason to be inoperative, void or invalid, it shall be severed from the Agreement and the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provisions herein shall become inoperative or fail by reason of the invalidity of any other portion or provisions and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

ARTICLE XIII
DURATION

13.0 This Agreement shall be effective as of the first day of July, 2022, and remain in full force and effect until the 30th day of June, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 150 days prior to the anniversary date that it desires to modify this Agreement. In the event that such a notice is given, negotiations shall begin not later than 120 days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations pursuant to §7-473b and §7-473c of the Connecticut General Statutes.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 9th day of ~~May~~ June, 2022.

LEBANON BOARD OF EDUCATION,
TOWN OF LEBANON,
CONNECTICUT

Witness:

By Sarah Hayes
Chairperson
Lebanon Board of Education

C.S.E.A., LOCAL 2001, SEIU
(SCHOOL CUSTODIANS)

Witness

By
Union Representative

SG 11099895v.2