

# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

**Cheshire Board of Education**

*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION**

**CUSTODIAL AND MAINTENANCE EMPLOYEES**

**Local 424 - Unit 19**

**July 1, 2019 through June 30, 2023**

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This Agreement is entered into by and between the Cheshire Board of Education (hereinafter referred to as the Board) and United Public Service Employees Union, Local 424-Unit 19 (hereinafter referred to as the Union).

## **ARTICLE I - RECOGNITION**

### **Section 1.1**

- a. The Board recognizes the Union under the provisions of Chapter 113 of the General Statutes of Connecticut, as amended, as the sole and exclusive bargaining agent with respect to matters of wages, hours and other conditions of employment for all of its custodial and maintenance employees who regularly perform twenty (20) or more hours of custodial work per week, excluding Supervisors.
- b. The Board agrees that there shall not be a reduction of full-time bargaining unit positions, through the utilization of part-time bargaining unit positions, of greater than ten (10) percent based on the number of full-time positions in the bargaining unit on July 1, 1996. This provision shall not be utilized by the Union in preventing a reduction in the workforce, its only purpose shall be in setting a limit in the number of full-time bargaining unit positions that may be eliminated through the utilization of part-time positions.

No Current Full-time Bargaining Unit member will have his/her hours of work reduced under this article.

### **Section 1.2**

No individual employee(s) in the bargaining unit or representative, agent or employee of the Board may enter into any separate agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate inconsistent agreement will not be binding upon the parties hereto unless expressly adopted in writing and mutually agreed upon between the Board and the Union.

## **ARTICLE II - RIGHTS OF THE BOARD OF EDUCATION**

### **Section 2.1**

Unless expressly limited by a specific section of this Agreement, the rights, powers and authority held by the Board under any Town Charter, general or special act of the Legislature, Town Ordinance, regulation or other type of lawful provision, over matters involving the Cheshire School System including, but not limited to, full control over the policies, practices, procedures and regulations with respect to employees of the Board covered by this Agreement, shall remain vested solely and exclusively in the Board.

## **ARTICLE III - UNION MEMBERSHIP AND CHECKOFF**

### **Section 3.1**

All employees covered by this agreement who have submitted a Union membership application shall pay dues to the Union.

The Board agrees to deduct bi-weekly dues from employees who authorize such deductions and submit same to the Union monthly.

The Union agrees to indemnify and save the Board harmless against any claim by an employee arising from the provisions of this section.

### **Section 3.2**

In the event that Agency Fee union deductions become permissible by State and/or Federal Law, the parties agree that the Employer shall deduct the designated Agency Fee amount as provided by the Union. The parties further agree that such Agency Fee union deductions shall be remitted to the Union either weekly, bi-weekly or on a monthly basis.

### **Section 3.3**

The Employer shall provide the UPSEU Labor Relations Representation in writing via email within ten (10) days the following information as it relates to new hires: 1) first and last name; 2) work location/department; 3) pay rate; 4) work phone number; 5) work email address; and 6) home address.

### **Section 3.4**

The Union shall be provided an opportunity to meet with new employees during the course of any employment orientation program for new employees. Where such an orientation program does not exist, the Union shall be provided an opportunity to meet new employees during the first month of a new hire's appointment either on employees time, or for such new employees who have a paid lunch, as a convenient time during the workday, but shall not exceed thirty (30) minutes.

## **ARTICLE IV - SENIORITY**

### **Section 4.1**

Seniority shall be defined as the length of the employee's consecutive service with the Board, unbroken by discharge, voluntary quit or absence from active employment, for a period of 365 days.

## **Section 4.2**

The Board will furnish the Union with a Seniority List as of July 1st of each year no later than August 10th of each fiscal year. Said Seniority List shall include the Salary Group Rate of pay of each bargaining unit employee.

## **Section 4.3**

No employee shall attain seniority until he/she has worked ninety (90) calendar days for the Board. The Facilities Manager and/or his/her designee may extend the probationary period for any new employee an additional thirty (30) workdays by giving written notice to the Union. During said probationary period, an employee may be terminated by the Board, and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. Upon successful completion of the probationary period, seniority shall date back to the commencement of employment. During the probationary period, the employee shall receive all other rights and benefits of the contract. However, medical benefits will be received by the probationary employee upon implementation under the applicable rules of the insurance carrier.

## **Section 4.4**

When a vacancy exists, the Chief Operating Officer will provide employees with electronic notice(s) of posting of said vacancy. Employees not on probationary status or leave of absence may request a transfer in writing or by using an electronic application process to this position during the five (5) working days following said posting. Consideration shall be given for experience, qualifications and seniority. Employees not selected shall be given a written notification of the candidate selected. If there are no qualified bargaining unit applicants, the position may be filled by outside applicants. Employees promoted or transferred under this clause shall serve a thirty (30) calendar day trial period. If an employee fails to perform satisfactorily the duties of the new job during this period, he/she shall be returned to his/her former position. The Union will be notified of the filling of all vacancies.

No posting will be made under the following conditions: Disciplinary transfer, medical necessity, layoff, other circumstances mutually agreed upon by the Board and the Union and future organization.

## **Section 4.5**

Layoffs will be based upon seniority within a job classification. Employees about to be laid off may displace employees with less seniority in other job classifications, provided they are qualified and able to do the work required at the sole discretion of the Board. Probationary and part-time employees will be laid off prior to laying off any full time employees. No bargaining unit employees shall be laid off due to subcontracting.

The ninety-day time limit shall be waived by the Union upon notification from the Chief Operating Officer with regard to scheduling and budgetary needs. The intent of this section is not to replace bargaining unit jobs with non-bargaining unit employees.

#### **Section 4.6**

Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. Employees shall be recalled in the inverse order of their layoff provided the employee is qualified and able to do the work required in the position for which the employee is recalled. No new employees shall be hired by the Board until all employees on the recall list have been recalled if qualified and able to do the work required for the vacant position. Transfers and promotions shall be considered prior to recalling any employee. Notice of recall shall be by certified letter to the employee's last known address. The employee must report to the Board within three (3) workdays of the receipt of the letter, that he will report to work as required by the letter.

### **ARTICLE V - HOURS OF WORK**

#### **Section 5.1**

The regular work schedule shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday for full-time employees. All employees who regularly work less than thirty-five (35) hours per week shall be considered part-time employees for purposes of this contract.

#### **Section 5.2**

- a) Time and one-half shall be paid for all hours worked in excess of eight (8) hours per day.
- b) Time and one half shall be paid for hours worked in excess of forty (40) hours per week.
- c) Double time shall be paid for all work on Sunday and for all work on holidays in addition to holiday pay.

#### **Section 5.3**

When school facilities are used for special activities, employees assigned to this duty, as opposed to their normal custodial duties, shall be paid at the rate of time and one-half of the normal rate of pay. The minimum rate of pay for purposes of this section is the Building Maintainer job rate at time and one-half.

The parties agree that special activity work at each school shall be offered first by seniority and in an equal manner on a rotating basis to bargaining unit employees at the affected school. If employees at the affected school refuse such work, the special activity work shall be offered to other bargaining unit employees in order of seniority on a rotating basis and in an equal manner. Employees who are on rotation shall be required to provide coverage. In the event other

bargaining unit employees refuse the special activity work, the bargaining unit employees dedicated to the school where the special activity is taking place shall be required to provide coverage for their school. A bargaining unit employee may use seniority once, to bump their turn in rotation in a one year period. If an employee calls in sick on the day of a special activity, they have used their turn in the rotation.

Notwithstanding the above, employees may designate in writing by July 1, that they do not wish to be considered for special activity work during each school year and such employee shall not be offered such assignments. However, these provisions shall not restrict the Board from providing coverage as needed.

A procedure for assigning bargaining unit employees for special activity work will be instituted by the administration and the employees and the parties agree to review this procedure if either party desires to do so.

#### **Section 5.4**

Employees assigned to "special activity" work or called to work in an emergency situation will receive a minimum of three (3) hours pay. On non-scheduled workdays, employees who have agreed to be on the Weekend/Holiday Snow Removal Call List are expected to make themselves available for emergency duty within reason and when snowfall is to be 12" or more and/or when emergency circumstances require the call list to be used. It is agreed that as much advance notice as possible will be given to the employees so that they can plan accordingly.

#### **Section 5.5**

All employees who begin their shift after 12:00 noon shall receive a pay differential of three point seven five (3.75%) percent of the employees base rate per hour worked and for all authorized leave time, i.e., such as vacation, sick, personal, holiday leave time, etc., not subject to Section 5.2 (Does not apply to Building Maintainer or Maintainer/Activities personnel).

When the employees are assigned to work on the early shift during the school vacation periods of Christmas Vacation, February Vacation, April Vacation and Summer Vacation, they will not receive the night shift differential; however, when night shift custodians are forced to work days for the summer (dates to be determined each year), they shall receive pay equal to that of the building maintainer pay for the summer vacation schedule, the minimum wage will be the Building Maintainer rate.

During Summer Vacation employees will work an eight hour day, commencing at 7:00 a.m. with a half (1/2) hour unpaid lunch, and ending at 3:30 p.m., Monday-Friday. The summer vacation schedule will be implemented annually no later than five days after the close of schools. The summer schedule will end no earlier than five (5) days before the school year starts.

On days when school is closed due to inclement weather, all employees' hours will be 7am-3:30PM for that day.

#### **Section 5.6**

In instances where the CPS Facilities Manager or Designee instructs an early shift start for snow removal or other emergency responses, the following applies:

All employees are required to report for work as time determined and announced by 2:00 PM the day prior by the Facilities Manager, Grounds Foreman or Designee for snow removal duty Monday through Friday during the regularly scheduled work week. The start time shall not be later than the regular shift start time. Employees who can't meet the start time due to hardship must notify the Facilities Office before the start of the shift.

As a result of being called in early to manage a snow event, it is expected that during regularly scheduled school openings or delayed openings where school classes are in session, all employees will work their normally scheduled hours. As with any scheduled workday, hardship requests to leave before the end of the regularly scheduled shift are to be cleared with the Facilities Office and the School's Administrator per the existing procedure. All wages shall be paid as defined in Section 5.2 of the Agreement.

As a result of being called in early to manage a snow event and normally scheduled school activities have been formally cancelled by the Superintendent of Schools due to inclement weather or other emergency, employees may conclude their day at the end of an (8) eight-hour shift provided there is no urgent need by the School.

In the event of school cancellation due to inclement weather or emergency, all employees are to report for the regular 7:00 AM – 3:30 PM shift. Any changes to the regular schedule must be approved by the Facilities Office.

Section 5.7

Employees must notify their immediate supervisor when leaving the BOE/School property during the workday, including if leaving for lunch.

**ARTICLE VI - HOLIDAYS**

**Section 6.1**

The following holidays shall be ordered as days off with regular pay for full-time active employees except when they fall on a Saturday or Sunday, when they shall be taken on the surrounding Friday or Monday as determined by the Chief Operating Officer and the Union.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Day Before Christmas
Independence Day	Christmas Day

**Note:** The above schedule is not intended to conflict with the school calendar.

**Section 6.2**

If a holiday falls during a vacation period or on a day when school is in session the employee shall be entitled to an additional day off on a day that is approved by the Chief Operating Officer.

## **ARTICLE VII - VACATIONS**

### **Section 7.1**

One (1) day of vacation with pay shall be allowed for each full month of continuous work, not to exceed twelve (12) days per year. After an employee has completed five (5) full years of service with the Board, an additional three (3) vacation days per year shall be allowed to a total of fifteen (15) days per year. After ten (10) full years of service, a total of twenty (20) days per year shall be allowed. After twenty (20) years of service, one additional day of vacation per year of service – maximum accumulation 25 days.

### **Section 7.2**

Vacation days must be taken during the ensuing fiscal year at a time agreed to in writing by both the employee's immediate supervisor and the Chief Operating Officer. Vacation days may be taken in ½ day increments. Vacation requests must be submitted by May 1 for July 1 through December 31 and October 1 for January 1 through June 30 of the fiscal year. If conflicts arise, selection shall be made by seniority. Employees not making their choice of vacation by these dates shall be subject to vacation selection on a first submitted basis.

Vacation paychecks will be processed in such a way as to maintain the normal percentage rate of deductions as is deducted in the employees' regular bi-weekly paycheck, subject to the capabilities of the computer software.

### **Section 7.3**

Employees shall be paid for all credited vacation and any pro-rated earned vacation at the time of separation. If an employee dies his/her estate shall be paid for all unused vacation leave.

## **ARTICLE VIII - LEAVE PROVISIONS**

### **Section 8.1**

Each employee with seniority will be entitled to earn sick leave at the rate of one and one-quarter (1-1/4) days per month of active employment, accumulative to two hundred (200) days total. Twenty (20) days of accumulated sick leave to be paid upon retirement in addition to the Town of Cheshire Retirement Plan or the Retirement Savings Plan. Employees may utilize sick time in 1 hour increments.

**Sick Time Definition:**

Sick Days may be used for personal illness or for illness of an immediate family member that lives within the employee's household. Sick time may be used in 1 hour increments. It is understood that this language will be applied consistent with applicable FMLA provisions as necessary.

Abuse of Sick Time Guidelines:

Abuse of sick time will be considered to have occurred if an employee:

- 1) has exhausted all available paid sick time credited for the year or
- 2) is using sick days at a pace that will exhaust credited sick time for the year or
- 3) exhibits a problematic pattern of sick time such as using sick days in conjunction with weekends, holidays, vacation days, etc. or
- 4) calls in sick on a snow emergency day or during a restricted period or
- 5) a combination of the above.

For purposes of identifying an abuse of sick time, it is understood that it can be a subjective decision and there will be exceptions based on relevant factors including number of occurrences and past attendance history. For example, an extended one-time illness of 15 sick days may not be considered an abuse of sick time if a doctor's note is provided and the employee's prior record does not indicate a pattern of such behavior.

Abuse of sick time will be determined by the employee's immediate supervisor.

If an employee is notified in writing that there is an abuse of sick time, the employee will be required to bring in a doctor's note after each sick occurrence.

Once the employee's sick time record improves for 6 months and there is no longer considered to be an abuse of sick time, the employee will return to the normal requirement of three days before having to provide a doctor's note.

Beyond the above guidelines for abuse of sick time, employees whose sick time is excessive may also be subject to disciplinary action.

Members of the Union who have a minimum of fifteen (15) days of accumulated sick time may contribute up to two (2) sick days per year to aid union members who suffer catastrophic illness or injury (such as heart attack, strokes, cancer treatments, etc.) or have immediate family members who suffer catastrophic illness or injury and whose sick leave has been exhausted. The decision to contribute to sick leave accumulation is an individual member's decision. Whether or not the illness qualifies is subject to approval of the Chief Operating Officer.

Employees must use vacation, personal and accrued sick time prior to any request for an unpaid leave of absence. Requests for leave without pay must be submitted and approved by the Chief Operating Officer who may or may not approve dependent on the needs of the school district.

### **Section 8.2 Bereavement Leave:**

In the event of a death in the immediate family, the employee shall be paid for time lost from scheduled work not to exceed five (5) consecutive business days in order to attend the funeral. These days will not be charged to sick leave. Immediate family includes husband, wife, mother or step-mother, father or step-father, son or step-son, daughter or step-daughter, brother or sister, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren and relatives who are residents of the employee's household. One day's time off with pay may be granted to attend other family funerals at the discretion of the Chief Operating Officer. The Superintendent or his/her designee may permit additional days of leave in accordance with this section.

### **Section 8.3 Personal Leave:**

Three (3) days per year will be allowed for personal reasons for which no other arrangements can be made, conditions of work permitting. Personal days are not cumulative and may not be taken in conjunction with a holiday, vacation day and/or sick leave. Personal days are not to be taken consecutively unless specifically approved by the Chief Operating Officer. A minimum of 2 hours of Personal Leave can be used per day but it must be taken in 2 hour increments (2, 4, 6 or 8 hours). All said requests must be in writing and submitted to the Facilities Manager and/or his/her designee at least two (2) days prior to the day requested, except in cases of emergency. The Facilities Manager and/or his/her designee, in order to assure adequate coverage, may limit the number of individuals who may be off on any certain day. Senior employees shall be given preference.

### **Section 8.4 Jury Duty:**

An employee required to report for jury duty shall receive his/her regular salary from the Board of Education for the period he/she serves as a juror. Upon completion of jury duty, the employee shall turn into the Board of Education all monies (excluding travel allowance) received from the court for the period of time he/she served as a juror. The employee shall provide a copy of their executed jury summons for filing with the Human Resources Department within 30 days.

### **Section 8.5**

Effective July 1, 2010 employees who take no sick days for a three (3) consecutive month period shall receive one (1) vacation day following the close of the three (3) month period. Three (3) month periods shall be, July 1 – September 30, October 1 – December 31, January 1 – March 31, April 1 – June 30. A vacation day earned must be utilized in the fiscal year that the day was granted. These days do not apply to the 25 day accumulation maximum.

**Section 8.6 Long Term Disability:**

The Board shall establish a long term disability plan for employees covered by this Agreement to age 65 or a minimum of years depending which is longer at the onset of the disability. The benefit shall be set at sixty (60) percent of the employees normal wage base with a waiting period of one hundred fifty (150) calendar days.

The employee contribution is \$19.00 per month

**Section 8.7**

a. Officers of the Union shall be allowed 5 days, paid leave for Union business, such as conventions, seminars, training, etc. The Union shall notify the Board at least two days prior to said leave in writing.

b. Members of the Union’s negotiating committee shall not suffer any loss in normal shift pay for attendance at negotiation meetings.

c. The Grievant, Steward, and Local President shall not suffer any loss in normal shift pay for participation in any grievance and/or labor relations matter.

**ARTICLE IX - INSURANCE**

**Section 9.1**

All employees covered by this Agreement and their eligible dependents, shall be eligible to receive the following benefit coverage:

**Cigna High Deductible Health Plan (HDHP) with Health Savings Account (HSA)**

The Board will offer coverage through a High Deductible Health Plan with a Health Savings Account, with the following deductibles and co-insurance:

Annual deductibles:

\$2,000 individual; \$4,000 for two-person or family coverage

0% in-network co-insurance;

20% co-insurance for out-of-network;

Out-of-pocket maximums: \$4,000 individual; \$8,000 two-person or family;

Prescriptions are included in the above deductibles and once the deductibles are met would be subject to a \$0/\$20/\$40 copay for retail purchases and \$0/\$40/\$80 for a 3 month mail-order supply.

The Board will contribute into an HSA account each year for each employee selecting the HDHP, \$1,000 for single coverage and \$2,000 for two-person or family coverage. The Board

will contribute 50% of the amount due to the employee’s HSA account the second pay in January and 50% in September, except that the Board will contribute 100% in the second pay in January in the first year the employee enters the HDHP. The Board may, in its sole discretion, make an exception and fund the September funding payment earlier based upon a written request received by an employee due to financial hardship.

Medicare eligible employees who select the HDHP will be made whole for the Board’s \$1,000/\$2,000 annual contribution through a mutually agreeable arrangement with the employee including reducing the premium co-share or making alternate funding arrangements to an Health Reimbursement Account (HRA), a flexible spending account, etc.

Employees selecting the HDHP shall contribute towards the cost of insurance by paying for a portion of the allocated premium as follows:

- 2019/2020 - 9% (HSA plan year 1/1/2020 to 12/31/2020)
- 2020/2021 – 10% (HSA plan year 1/1/2021 to 12/31/2021)
- 2021/2022 - 11% (HSA plan year 1/1/2022 to 12/31/2022)
- 2022/2023 – 12% (HSA plan year 1/1/2023 to 12/31/2023)

The above mentioned medical program will cover eligible dependent children to age 26. Coverage for dependent will end at the end of the month in which the dependent turns age 26.

Cigna Open Access Plus PPO Plan (PPO)

In-Network Services

- \$ 30 - Office (unlimited)
- \$ 500 - Hospital Admissions
- \$ 150 - Emergency Room

Out of Network Services

- \$ 500 - Deductible for Individual
- \$1,000 - Deductible for 2 Person/Family
- 30% - Coinsurance
- \$3,500 - Maximum out of pocket individual
- \$7,000 - Maximum out of pocket family

All employees covered by this Agreement may elect individual coverage, 2-person or full family coverage as it relates to health insurance. The Board shall contribute towards the cost of employees enrolled in the PPO the same amount that it contributes toward the allocated premium for the HDHP plan and employees who select the PPO shall pay the cost difference. In the event that the calculated employee contribution to the PPO is lower than the calculated contribution to the HDHP, the employee will receive a reduction in their cost for the PPO (buy-down) up to a zero employee contribution for the PPO. :

2019/2020	2020/21	2021/22	2022/23
Buy-up/down	Buy-up/down	Buy-up/down	Buy-up/down

from HDHP	from HDHP	from HDHP	from HDHP
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The above mentioned medical program will cover eligible dependent children to age 26. Coverage for dependent will end at the end of the month in which the dependent turns age 26.

Cigna Open Access In Network HMO Plan (HMO)

In-Network Services

- \$ 30 - Office (unlimited)
- \$500 - Hospital Admissions
- \$150 - Emergency Room

Out-of-Network Services

No out-of- network coverage is provided except for emergency services which are covered the same as in-network

All employees covered by this Agreement may elect individual coverage, 2-person or full family coverage as it relates to health insurance. The Board shall contribute towards the cost of employees enrolled in the HMO the same amount that it contributes toward the allocated premium for the HDHP and employees who select the HMO shall pay the cost difference (buy-up). In the event that the calculated employee contribution to the HMO is lower than the calculated contribution to the HDHP, the employee will receive a reduction in their cost for the HMO (buy-down) up to a zero employee contribution for the HMO:

2019/2020	2020/21	2021/22	2022/23
Buy-up/down from HDHP	Buy-up/down from HDHP	Buy-up/down from HDHP	Buy-up/down from HDHP

The above mentioned medical program will cover dependent children to age 26. Coverage for dependent will end at the end of the month in which the dependent turns age 26.

Optum Rx Prescription Drug Plan for Cigna Open Access PPO Plan and Cigna Open Access In Network HMO Plan only:

Prescription drugs provided with an unlimited annual maximum as follows:

Three (3) tier prescription drug program

- Retail co-pays as follows: \$5, generic, \$35, brand-preferred, \$50 brand-non-referred
- Mail order at 2 X retail co-pay for minimum 90 day supply
- Up to 34 days or 100 doses (whichever is less) at retail per fill
- Experimental drugs for cancer (undergoing Phase II Clinical trials) other drugs require FDA approval
- Prior approval on drugs
- Concurrent review of manufacturer dosage limits, drug interaction and manufacturers approval program
- Coverage to current coverage and exclusion list

- Mandatory generic substitution with physician override. Employees are required to use generic prescription drugs, unless no generic is available or the prescribing physician indicates use of a brand name drug. If an employee opts to use a brand name drug when a generic is available, the employee will pay the difference in cost between the brand and the generic drug.

Cigna Open Access Elements Plan (Elements Plan)

In order to comply with the provisions of the Patient Protection and Affordable Care Act (PPACA), the Elements Plan is being offered as an additional option, but it is understood that it is not to serve as the replacement medical benefits plan in the future. The Elements Plan meets the minimum coverage requirements as prescribed by the PPACA and is offered as a buy-down from the HDHP.

In-Network Services

Preventive care – fully covered  
 Office Visits - \$40 for 1st 3 visits, then subject to deductible and coinsurance  
 Hospital Admissions – Subject to deductible and coinsurance  
 Emergency Room/Ambulance – Subject to deductible and coinsurance  
 Annual deductible - \$5,600/\$11,200  
 Coinsurance – 90%/10%

Out-of-Network Services

Annual deductible - \$11,200/\$22,400  
 Coinsurance – 70%/30%  
 Emergency Room/Ambulance – Same as In-Network

All employees covered by this Agreement may elect individual coverage, 2-person or full family coverage as it relates to health insurance. The Board will offer the Elements Plan as a buy-down from the HDHP Plan as detailed below:

2019/20	2020/21	2021/22	2022/23
\$300/\$600/\$1,200 (Single/2Person/Family)	\$325/\$625/\$1,225 (Single/2Person/Family)	\$350/\$650/\$1,250 (Single/2Person/Family)	\$375/\$675/\$1,275 (Single/2Person/Family)

Cigna – Coinsurance Dental PPO Plan

In-Network services are paid at 80% of the Maximum Allowed Amount. The Board will pay the full cost of the employee’s dental coverage. Employees may cover a dependent or family by paying the appropriate dependent cost.

The above mentioned dental program will cover eligible dependent children to age 19. Coverage for dependent children will end at the end of the month in which the dependent turns age 19.

The Board reserves the right to change insurance carriers for any of the coverages stated above, provided that the new coverage and administration is substantially equivalent to the previous

plan. Thirty (30) days prior to any changes the Custodial membership shall be notified and provided with the changes for its review prior to implementation.

Any new coverage shall be implemented by mutual agreement (subject to a vote of the Board and the Custodial membership) as soon as practicable.

All employees electing these plans will be provided with a detailed outline of covered benefits and services upon enrolling in the plan.

Notwithstanding the above, employees may elect to waive all Cigna coverage and in lieu thereof, to receive \$1,000. Payment to those employees waiving coverage will be made on a prorated basis.

These contributions will be made through the Section 125 Plan.

#### Life and Accidental Death and Dismemberment Insurance

A \$35,000 group life insurance policy with accidental death and dismemberment coverage in like amount.

#### **Section 9.2**

The Board shall supply each employee with the policies and/or a descriptive outline of all insurances following the signing of this agreement. The Board will provide the aforementioned to a new employee on the date of hire.

#### **Section 9.3 Work Related Injuries:**

When an employee is injured with the scope of his/her employment, the Board will make up the difference between his/her benefit under the Workers' Compensation Schedule and his/her regular rate of pay for a period at one hundred percent (100%) of pay difference for first four (4) months of Workers Compensation and eighty percent (80%) of pay difference for months five (5) and six (6). During such six month period, time lost due to compensable injury will not be deducted from his/her sick leave.

#### **Section 9.4 Retiree Medical Coverage:**

Any member of this bargaining unit who retires under the provisions of the Town of Cheshire Pension Plan or Retirement Savings Plan with a minimum of ten (10) years of service shall be entitled to four thousand (\$4,000) each year, for a period of two (2) years for the purpose of providing Medical Insurance Coverage. Payments under this section shall be made as follows:

If the employee is eligible for Medicare coverage upon retirement or any time during the two (2) years immediately following their retirement, the Board shall disperse the aforementioned funds to the employee in two (2) equal installments of two thousand (\$2,000) dollars. The payments shall be processed the first pay in January and the first pay in July of each year that the employee is eligible.

## **ARTICLE X - GRIEVANCE PROCEDURE AND ARBITRATION**

### **Section 10.1**

A grievance is defined as a reasonable allegation that there has been a violation of the express terms of this Agreement. Grievances shall be submitted within five (5) working days after occurrence of the event giving rise to it and shall be processed in the following manner:

#### **Step 1:**

The aggrieved employee(s), with a Union representative if he/she so desires, and the Facilities Manager and/or his/her designee shall meet within ten (10) working days after the filing of the grievance in an effort to adjust the grievance and answer the grievance in writing within five (5) working days of this meeting.

#### **Step 2:**

If the aggrieved employee(s) is not satisfied with the disposition of the grievance at Step I, the employee(s) may, within five (5) working days of the Step I response, file the written grievance with the Chief Operating Officer will meet with the Union representative and the employee(s) within ten (10) working days of such filing and answer the grievance in writing within ten (10) days after the date of filing at Step 2.

#### **Step 3:**

If the employee(s) is not satisfied with the disposition of the grievance at Step 2, the employee(s) may, within ten (10) working days after the issuance of Step 2 answer, file the written grievance with the Superintendent of Schools, who will meet within fifteen (15) working days after receipt of the grievance with the employee(s), the Union representative and UPSEU staff representative to further discuss the grievance. The Superintendent shall answer the grievance in writing within seven (7) working days after the above meeting.

**Step 4:**

If the employee(s) is not satisfied with the disposition of this grievance at Step 3, the written grievance may, within ten (10) working days after receipt of the Step 3 answer, be filed with the Board. The Board, or a committee of the Board, shall meet with the employee(s), the Union representative and the UPSEU staff representative at its next regularly scheduled meeting to discuss the grievance. The Board shall answer the grievance in writing within fourteen (14) working days after its meeting.

**Section 10.2**

If a grievance is not settled by the above steps, it may be submitted to arbitration. Arbitration of discharge decisions will be before the American Arbitration Association. Other arbitrations will be before the Connecticut State Board of Mediation and Arbitration. The request for arbitration shall be in writing and must be filed with the applicable body no later than twenty (20) days after receipt of the decision of the Board per Step 4 above. In the case of discharge grievances, the Board shall pay the cost of the American Arbitration Association should the Board's decision not be upheld. In the event the Board's discharge decision is upheld by the arbitrator, the parties will equally share the cost of arbitration.

**Section 10.3**

The Arbitrator's decision shall be final and binding on both parties.

**Section 10.4**

The Arbitrator shall have no authority or power to alter this Agreement in any way.

**Section 10.5**

Any time limits specified within this article, except for the initial filing of a grievance, may be extended by mutual consent. If a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the Board's answer in the last step considered.

**Section 10.6**

If the Board fails to answer the grievance within the specified time limits the grievance will be considered resolved to the Union's satisfaction. All remedies sought will be incumbent upon the Board.

## **ARTICLE XI - DISCIPLINARY PROCEDURE**

### **Section 11.1**

- a) Disciplinary action shall be taken only for just cause and in a timely manner not to exceed twenty one (21) business days after the discovery of the alleged incident resulting in discipline
- b) Disciplinary actions shall normally follow this procedure:
  - 1) Verbal warning
  - 2) Written warning
  - 3) Suspension without pay
  - 4) Discharge

The Board may vary the above procedure where an offense is of such a nature as to warrant suspension or discharge.

- c) All disciplinary action, suspensions and discharges must be stated in writing with reason(s) given and a copy given to the employee and the Union at the time of suspension or discharge.
- d.) One (1) year from the date of a verbal warning the service record of an employee will not be used in any similar case regarding subsequent disciplinary action, provided the employee had received no further disciplinary action in the interim.
- e) Two (2) years from the date of a written warning the service record of an employee will not be used in any similar case regarding subsequent disciplinary action, provided the employee had received no further disciplinary action in the interim.
- f.) Three (3) years from the date of a suspension without pay the service record of an employee will not be used in any similar case regarding subsequent disciplinary action, provided the employee had received no further disciplinary action in the interim.
- g.) Performance evaluations are to be done consistently and timely.

## **ARTICLE XII - SALARIES**

### **Section 12.1**

Each employee shall receive salaries for the school years as set forth in Appendix A-1, entitled "Wage Schedule", attached hereto and made a part of this Agreement.

### **Section 12.2**

Newly hired employees shall be classified by the Chief Operating Officer according to Appendix A-1.

### **Section 12.3**

An employee in the bargaining unit who has ten (10) years of continuous service will receive a longevity payment of five hundred dollars (\$500) prior to the end of the fiscal year. An employee with fifteen (15) years of continuous service, will receive a longevity payment of five hundred and-fifty dollars (\$550.00) prior to the end of each fiscal year.

### **Section 12.4:**

The Board, at its discretion, has the right to reassign individual employees in order to provide appropriate coverage in essential situations and on a temporary basis not to exceed one month. An employee transferred to a lower classification shall continue to receive his/her own rate of pay. An employee transferred to a higher classification shall be paid at the rate of the higher position at the step held in his/her own position, after five (5) consecutive days in the new position. This higher rate will be effective from the first day of the employee's transfer.

### **Section 12.5**

It is specifically understood that employees covered by this Agreement will not receive free lunches or coffee at the school cafeteria.

### **Section 12.6**

Job descriptions shall be developed and reduced to writing by the Board of Education. Copies of all job descriptions shall be provided to the Union.

### **Section 12.7**

An employee who is employed by the Board in a part-time status in positions covered by this Agreement shall be entitled to all benefits incorporated in this Agreement on a pro-rata basis, (ex. medical. Employee works 20 hours Board contributes 50%, holidays & vacation shall be based on the average number of hours worked by the employee). Part-time employees shall be compensated at an equivalent rate of pay for full-time members in the same classified position. Employees hired as part-time custodians, shall have their regular hourly rate set at Building Maintainer. If these employees are assigned work in a higher classification, they shall be compensated in accordance with the provisions contained in this Collective Bargaining Agreement.

## **ARTICLE XIII - NO LOCKOUT - NO STRIKE**

### **Section 13.1**

The Board agrees that it will not lock out the employees covered by the Agreement during its term.

### **Section 13.2**

The Union and all employees expressly agree that during the life of this Agreement, there will be no strikes, slowdowns, work stoppages, mass absenteeism, or other serious forms of interference with the operation of the school system.

### **Section 13.3**

Any or all employees participating in such strike or other prohibited activity described in Section 13.2 shall be subject to disciplinary action by the Board.

## **ARTICLE XIV - NO DISCRIMINATION**

### **Section 14.1**

There shall be no discrimination, coercion or intimidation of any kind against any employee of the Board for any reason whatsoever, including but not limited to, marital status, age, sex, race, creed, color, religious belief, national origin, ancestry, union activity or handicapped status, except in the case of a bona fide occupational qualification or need, either by the Board or by the Union.

## **ARTICLE XV - ON-CALL STATUS**

### **Section 15.1**

The Facilities Manager and/or his/her designee may, at his/her discretion, designate certain Inside Maintenance Man II and/or Outside Maintenance Foreman to be on-call. For the purposes of this article, "on-call" shall mean to be available using BOE provided cell phone to respond to emergencies twenty-four (24) hours per day for a period of at least seven (7) consecutive calendar days.

### **Section 15.2**

The Union agrees that at least four (4) Inside Maintenance Men II's, if such number of these positions exist in the bargaining unit, or all Inside Maintenance Men II's if four (4) or less such positions exist in the bargaining unit, shall be available for on-call assignment. This list may be expanded by mutual agreement of the Board, or their designee, and the Union.

**Section 15.3**

Employees on call shall receive a guarantee of at least three hundred (\$300) dollars of overtime salary, in addition to their wages, for each seven (7) consecutive calendar days of on-call assignment. Time actually worked on-call beyond the regular workday will be compensated at the applicable premium rate. Payment will not, however, be made for days an on-call employee calls in sick or is otherwise absent from his regular work assignment. The rate shall be prorated based on days on duty.

The Board will reimburse the person on-call for any authorized use of the employee’s own vehicle inclusive of on-call employees shall be set at the IRS rate.

**Section 15.4**

Employees identified and assigned as “On Call Personnel” shall follow the “On Call Procedures” dated January 1, 2018 or the most recent procedure identified by the Facilities Manager. Any revision to the current On Call Procedures will be by mutual agreement of the Board and the Union.

**Section 15.5**

Employees of the bargaining union who are assigned BOE issued cell phones are to maintain the cell phones in reasonable condition. Employees shall monitor their assigned cell phone during school hours unless otherwise defined. It is expected that phone calls will be answered or calls returned in a professional and expeditious manner.

**ARTICLE XVI – UNIFORM PROGRAM**

**Section 16.1**

The Cheshire Board of Education shall maintain a program for the provision of clean uniforms to bargaining unit personnel which shall be worn during all work hours. They will consist of the following:

- Winter Jackets \*
- Long/Short sleeve shirts
- Pants

\* To be issued in October 2019

Shoe allowance:

One hundred and seventy five dollars (\$175) annually, payable in the first pay period of July.

Winter jacket/garment allowance:

Every two (2) years the Board of Education will provide a winter jacket or a garment choice, equal in cost to a winter jacket, and garment choice is subject to mutual agreement by UPSEU and BOE.

## ARTICLE XVII - PENSION

### Section 17.1

#### TOWN OF CHESHIRE RETIREMENT PLAN

(ONLY FOR EMPLOYEES HIRED PRIOR TO JULY 1, 2012):

An employee hired prior to July 1, 2012 shall be eligible for pension benefits in accordance with the provisions of the Town of Cheshire Retirement Plan as contained in the Code of Ordinances of the Town of Cheshire, Section 2-121 through 2-142, which plan will be revised as follows:

- a. Employee Contribution: Employees will contribute either 1.5% or 3.5% of their W-2 compensation dependent upon which Plan the individual employee elects to participate in.
- b. Normal Retirement Date: Normal retirement date will be the first day of the month coinciding with or next following a participant's 65<sup>th</sup> birthday or, if earlier, the date upon which a participant's age plus his/her completed years of credited service equal eighty (80).
- c. Normal Retirement Benefit: The annual normal retirement benefit is 2% of final average compensation multiplied by a participant's credited service, not to exceed 25 years for the 3.5% plan. The annual normal retirement benefit will be 1-3/4% of final average compensation multiplied by a participant's credited service, not to exceed 30 years for the 1.5% plan
- d. Death Benefits: If a participant dies while employed by the Board of Education after satisfying the plan's vesting requirements, his/her spouse shall receive a monthly benefit for life or until he/she remarries. This monthly benefit will start on the participant's earliest retirement date and will be computed as if the participant had retired on his/her earliest retirement date and had elected a joint and survivor option form of payment. In no event will the spouse receive less than the participant's employee contributions accumulated with interest up to the date benefit payments start.

If a participant dies before satisfying the plan's vesting requirements, with no spouse, or after terminating employment with vested rights, such participant's employee contributions accumulated with interest up to his/her date of death will be paid to his/her beneficiary.

- e. Vesting: A participant who terminates employment with five or more years of credited service has a vested right to a percentage of his/her accrued benefit at the time of termination according to the following table:

<u>Completed Years of Credited Service</u>	<u>Vested</u>
Less than 5 years	0%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
More than 10 years	100%

- f. Funding: The Board of Education pays for the cost of the plan, which exceeds the employee contributions.
- g. If a participant elects a contingent annuitant option for his/her spouse and the spouse predeceases the participant then the pension benefit will revert back to a single life annuity on the first of the month following the death of the spouse.
- h. The reduction factor for early retirement will not be greater than three percent (3%) for each year from a participant's fifty-fifth (55<sup>th</sup>) birthday until he/she attains age sixty-five (65). This does not apply to the provisions of Section 21.1B (magic combo).
- i. The employee will be able to make contributions through a 414 (h) (2) Internal Revenue Code Plan.
- j. Pension is regulated through Town of Cheshire agent.

**Section 17.2**

**CHESHIRE PUBLIC SCHOOLS RETIREMENT SAVINGS PLAN**  
**(FOR ALL EMPLOYEES HIRED ON OR AFTER JULY 1, 2012)**

All employees who work 20 or more hours per week hired on or after July 1, 2012 shall be eligible for participation in the Cheshire Public Schools Retirement Savings Plan which is a Defined Contribution Plan that offers the features as noted below. New employees are eligible to participate immediately upon hire.

**a. Contributions**

- i. Employer Contribution – Cheshire Public Schools will contribute 5% of your pay per plan year, regardless if you are making employee salary deferrals or not.
- ii. Employee Contributions – Employees may make elective contributions on a pre-tax basis up to the IRS legal limit.
- iii. Matching Contribution - Cheshire Public Schools will match 100% of employee contributions up to an additional 1%.

**b. Vesting**

- i. Employee contributions are always 100% vested

- ii. Employer contributions vest at 20% per year based on years of service, as follows:
  - i. Less than 1 year of service – 0%
  - iii. 1 Year or more – 20%
  - iv. 2 Years or more – 40%
  - v. 3 Years or more – 60%
  - vi. 4 Years or more – 80%
  - vii. 5 Years or more – 100%
- c. Withdrawals, Loans and Rollovers
  - i. As this is a tax-sheltered retirement plan, the following restrictions apply as to withdrawals:
    - i. While still employed, upon attainment of age 59 1/2 or older
    - ii. Separation from service
  - ii. Loans are permitted subject to plan provisions
  - iii. Rollovers into the Retirement Savings Plan are permitted subject to plan provisions
- d. Investment Options
  - i. Various long and short-term investment options are available for employees to choose from with support provided by the plan provider which is currently MetLife.

## XVIII - GENERAL PROVISIONS

### Section 18.1 Severability:

In the event that any provision of this Agreement at any time is declared invalid by any court of competent jurisdictions, or becomes invalid by passage of, or operation of, any law, Federal or State, such action shall not invalidate the other provisions of this Agreement. It being the intention of the parties hereto that all other provisions not so invalidated shall remain in full force and effect during the term thereof.

### Section 18.2 Miscellaneous:

- a. Each employee shall be given a copy of any evaluation report prepared by his/her superiors which relates to the salary or other benefits which he/she is to receive in the course of his/her employment or which is used as a basis for terminating his/her employment, and he/she shall have the right to discuss such reports with his/her superiors.
- b. The Board shall provide each employee in the system with a copy of this Agreement within thirty (30) days of acceptance of this Agreement. The Board shall provide each new employee with a copy of this Agreement immediately upon his/her acceptance of employment.

### Section 18.3 Prior Rights

All prior rights, benefits and practice shall continue during the life of this Agreement and it's successors.

## **ARTICLE XIX - MAINTENANCE & LICENSED PERSONNEL**

### **Section 19.1**

Any employee in the classifications of Inside Maintenance Man II and/or Outside Maintenance Foreman who has obtained a boiler license, plumber license, electrical license, or other license deemed appropriate by the Facilities Manager and/or his/her designee will receive an hourly adjustment on their pay rate. Individual employees may receive compensation for only one license at a-time.

Effective July 1, 2012, the license adjustment shall be one dollar (\$1.00) per hour.

The Board shall pay up to a maximum of four hundred dollars (\$400.00) annually, per individual, towards the eligible license fee for any employee in the classification of Inside Maintenance Man II and/or Outside Maintenance Foreman who has been employed by the Board in such classification for at least one calendar year. License fees eligible for payment under this section are for plumber, electrical, boiler, or other licenses as deemed appropriate by the Facilities Manager and/or his/her designee. (License fees include any training required to maintain the license).

Effective July 1, 2010, a registered Home Improvement Contractor is not eligible. Current employees holding such license are grandfathered.

**ARTICLE XX - DURATION AND RENEWAL**

**Section 20.1:**

This Agreement may be altered or modified only by mutual agreement of the parties hereto.

**Section 20.2:**

This Agreement shall be binding upon the Board and the Union from the first day of July 2015 and shall continue in full force and effect until June 30, 2019.

**Section 20.3**

If either the Union or the Board desire to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, they shall give written notice of such desire to the other by certified mail not more than one hundred fifty (150) days prior to the expiration date.

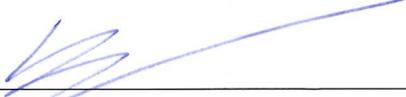
IN WITNESS WHEREOF, the parties hereto have caused their names to be signed on this

\_\_\_\_\_ 21<sup>st</sup> day of October, 2019.

For the Cheshire Board of Education:

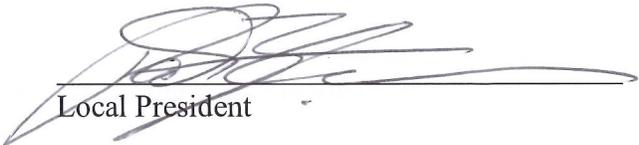
United Public Service Employees Union,  
Local 424 – Cheshire BOE Custodians

  
\_\_\_\_\_  
Vincent J. Masciana  
Chief Operating Officer

  
\_\_\_\_\_  
Kevin E. Boyle, Jr.  
UPSEU President

10/21/2019  
\_\_\_\_\_  
Date

10/21/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Local President  
10/21/2019  
\_\_\_\_\_  
Date

**APPENDIX A-1**  
**July 1, 2019 through June 30, 2020**  
**Wage Schedule**

Effective 7/1/2019 - June 30, 2020  
 Chart reflects 2.50% increase in first year

<u>Classification</u>	<u>Hire Date</u>	<u>Step 1 (6 mo.)</u>	<u>Job Rate (1 year)</u>
Custodian I (Night Shift)	\$27.02	\$27.46	\$27.85
Building Maintainers	\$28.30	\$28.75	\$29.15
Maintainer/Activities	\$28.30	\$28.75	\$29.15
Outside Maintainer	\$28.30	\$28.75	\$29.15
*Building/Inside maintainer Apprentice (Position Frozen as of 7-1-2019)	\$29.61	\$30.02	\$30.47
Painter and Carpenter	\$30.91	\$31.31	\$31.81
Inside Maintainer II	\$30.91	\$31.31	\$31.81
Maintenance Foreman	\$35.44	\$35.84	\$36.34
Outside Maintenance Foreman	\$35.44	\$35.84	\$36.34

2.50% increase added to the rates in effect June 30, 2019

Leadman differential	10%
Night Shift differential (excludes building Maintainer or Maintainer/Activities personnel)	3.75%

\*“Building Maintainer/Inside Maintainer – Position is frozen by mutual agreement effective 7-1-2019 and two existing positions will not be filled if/when they are vacated in the future.

Effective 7/1/2020 - June 30, 2021  
 Chart reflects 2.625% increase in second year

<u>Classification</u>	<u>Hire Date</u>	<u>Step 1 (6 mo.)</u>	<u>Job Rate (1 year)</u>
Custodian I (Night Shift)	\$27.73	\$28.18	\$28.58
Building Maintainers	\$29.04	\$29.50	\$29.92
*Maintainer/Activities	\$29.04	\$29.50	\$29.92
Outside Maintainer	\$29.04	\$29.50	\$29.92
*Building/Inside maintainer Apprentice (Position Frozen as of 7-1-2019)	\$30.39	\$30.81	\$31.27
Painter and Carpenter	\$31.72	\$32.13	\$32.65
Inside Maintainer II	\$31.72	\$32.13	\$32.65
Maintenance Foreman	\$36.37	\$36.78	\$37.29
Outside Maintenance Foreman	\$36.37	\$36.78	\$37.29

2.625% increase added to the rates in effect on June 30, 2020

Leadman differential	10%
Night Shift differential (excludes building Maintainer or Maintainer/Activities personnel)	3.75%

\*“Building Maintainer/Inside Maintainer - – Position is frozen by mutual agreement effective 7-1-2019 and two existing positions will not be filled if/when they are vacated in the future.

Effective 7/1/2021 - June 30, 2022  
 Chart reflects 2.75% increase in third year

<u>Classification</u>	<u>Hire Date</u>	<u>Step 1 (6 mo.)</u>	<u>Job Rate (1 year)</u>
Custodian I (Night Shift)	\$28.49	\$28.95	\$29.37
Building Maintainers	\$29.84	\$30.31	\$30.74
Maintainer/Activities	\$29.84	\$30.31	\$30.74
Outside Maintainer	\$29.84	\$30.31	\$30.31
*Building/Inside maintainer Apprentice (Position Frozen as of 7-1-2019)	\$31.23	\$31.66	\$32.13
Painter and Carpenter	\$32.59	\$33.01	\$33.55
Inside Maintainer II	\$32.59	\$33.01	\$33.55
Maintenance Foreman	\$37.37	\$37.79	\$38.32
Outside Maintenance Foreman	\$37.37	\$37.79	\$38.32

2.75% increase added to the rates in effect on June 30, 2021

Leadman differential	10%
Night Shift differential (excludes building Maintainer or Maintainer/Activities personnel)	3.75%

\*“Building Maintainer/Inside Maintainer - – Position is frozen by mutual agreement effective 7-1-2019 and two existing positions will not be filled if/when they are vacated in the future.

Effective 7/1/2022 - June 30, 2023  
 Chart reflects 2.75% increase in fourth year

<u>Classification</u>	<u>Hire Date</u>	<u>Step 1 (6 mo.)</u>	<u>Job Rate (1 year)</u>
Custodian I (Night Shift)	\$29.27	\$29.75	\$30.18
Building Maintainers	\$30.66	\$31.14	\$31.59
Maintainer/Activities	\$30.66	\$31.14	\$31.59
Outside Maintainer	\$30.66	\$31.14	\$31.59
*Building/Inside maintainer Apprentice (Position Frozen as of 7-1-2019)	\$32.09	\$32.53	\$33.01
Painter and Carpenter	\$33.49	\$33.92	\$34.47
Inside Maintainer II	\$33.49	\$33.92	\$34.47
Maintenance Foreman	\$38.40	\$38.83	\$39.37
Outside Maintenance Foreman	\$38.40	\$38.83	\$39.37

2.75% increase added to the rates in effect on June 30, 2022

Leadman differential	10%
Night Shift differential (excludes building Maintainer or Maintainer/Activities personnel)	3.75%

\*“Building Maintainer/Inside Maintainer - – Position is frozen by mutual agreement effective 7-1-2019 and two existing positions will not be filled if/when they are vacated in the future.

## APPENDIX B - RETIREMENT SAVINGS PLAN INFORMATION



# The Cheshire Public Schools Retirement Savings Plan

## Features of your Plan

### Eligibility

You are immediately eligible to participate in your plan and receive employer contributions if you normally work greater than 20 hours per week and are not a member of the Connecticut State Retirement System, or a temporary employee (employees who work less than 5 months per year).

### Your Contributions

The Internal Revenue Service sets the amount you can contribute in pre-tax dollars each calendar year. The 2019 maximum contribution is \$19,000. If you are age 50 or older, your contribution maximum may be increased by making an additional “catch-up” contribution of up to \$6,000 in 2019. Your elective contributions may not exceed 100 percent of your compensation and there is an overall limit on aggregate contributions (including both employer and employee contributions) that can be made to your employer’s plan.

### The Cheshire Public Schools Employer Contribution

One of the highlights of your plan is the employer contribution. There are two types of employer contributions:

1. Cheshire Public Schools will contribute 5% of your salary per plan year, regardless if you are making employee salary deferral contributions or not.
2. Cheshire Public Schools will also match 100% of your own salary deferral contributions up to 1% of your compensation that is deferred per plan year.

### Vesting

“Vesting” refers to ownership of the money in your retirement account. Anything you contribute to the plan and any earnings on that money is always 100% vested. The contributions made on your behalf by the Cheshire Public Schools are subject to the following vesting schedule:

Years of Service	Vested %
Less than 1	0%
1	20%
2	40%
3	60%
4	80%
5	100%

### **Funding Options**

Speak to your Financial Services Representative to learn more about the Funding Options available in your plan.

### **Withdrawals**

Since your plan is designed primarily to help you save for a secure retirement, there are restrictions on when money may be withdrawn from your account.

You may withdraw money from your plan account under the following circumstances:

- While still employed, upon attainment of age 59 ½ or older
- Separation from Service

### **Loans**

Loans are permitted.

- Maximum number of loans: 1
- Minimum loan amount: \$1,000

### **Account Access**

Each quarter, you will receive a personal account statement with a detailed summary of your activity. You can also access your information on the web at [www.eservice.metlife.com](http://www.eservice.metlife.com) where you can view your account information and transaction activity, make changes to your account and more!

### **For Additional Information**

Contact your MetLife Financial Services Representative to learn more or for help enrolling in the plan.

Carol C. Hopkins, MBA, CLTC

Financial Advisor | Investment Advisor Representative | Special Care Planner

Barnum Financial Group

45 Glastonbury Blvd., First Floor

Glastonbury, CT 06033

T. [860-380-2680](tel:860-380-2680) | C: [860-575-0183](tel:860-575-0183) | F: [860-218-2899](tel:860-218-2899)

[chopkins@barnumfg.com](mailto:chopkins@barnumfg.com) | website: [www.carolchopkins.com](http://www.carolchopkins.com)

**APPENDIX C - MEDICAL BENEFITS**  
**PLAN INFORMATION WITH CONTRIBUTION RATES FOR 2019-20**

Enrollment in the High Deductible Health Plan (HDHP)/ with Health Savings Account (HSA) will be effective January 1, 2020. The HDHP year runs January–December. The annual deductible for individual coverage is \$2,000 and \$4,000 for 2-person/family coverage. The BOE will contribute a total of \$1,000 for individual coverage and \$2,000 for 2-person/family coverage annually to your HSA. First year members will receive the full BOE contribution in the second paycheck in January. All other members will receive the BOE contribution semi-annually, 50% on the second paycheck in January and 50% on the first paycheck in September.

Enrollment in all other medical or dental plans will be effective September 1st thru August 31st. Insurance coverage will be effective on the 1<sup>st</sup> of the month following date of hire or any life event detailed below (marriage, birth of a child, etc.). Insurance coverage will end at the end of the month following date of termination or any life event (divorce, death, etc.). Dependents are covered until age 26 on all medical plans.

Co-Pay Dental plan cannot be elected without a medical plan. Dependents are covered under dental until age 19.

**The contribution rates for the 2019-2020 benefit year are as follows:**

<b>Custodial/Maintenance</b>	<b>Individual</b>	<b>2-Person</b>	<b>Family</b>
HDHP / HSA (formerly Lumenos Health Savings Account)	\$699	\$1,398	\$1,748
OAP PPO (formerly Century Preferred )/ Optum Rx	\$2,594	\$6,117	\$7,512
OAP IN HMO (formerly BlueCare) / Optum Rx	\$1,685	\$4,299	\$5,944
OAP Elements (formerly Elements Choice Plan)	\$300	\$600	\$1,200
Co-Pay Dental PPO	\$0	\$435	\$600

**Please note that changes to health insurance benefits can only be done annually during the Open Enrollment period in June unless you have an occurrence of one of the specific “qualifying events” listed below. It is the responsibility of the employee to notify the Payroll/Benefits Office within 31 days after the qualifying event for changes to be made.**

- Marriage or Divorce of the employee
- Birth or Adoption of a child
- Death of the employee’s spouse or dependent
- Termination of employment or the commencement of employment of the employee’s spouse
- Change in employment status (reduction/ increase in hours) for employee or employee’s spouse
- Taking unpaid leave of absence by the employee or employee’s spouse
- Significant change in health benefits offered to the employee or spouse that is attributable to the spouse’s employment

**For any questions in regards to insurance benefits, please contact the Benefits Specialist at (203) 250-2418.**



