

AGREEMENT

BETWEEN

MARLBOROUGH BOARD OF EDUCATION

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 671

(REPRESENTING MARLBOROUGH CUSTODIANS)

JULY 1, 2021 - JUNE 30, 2024

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PREAMBLE

This Agreement is entered into by and between the Marlborough Board of Education, hereinafter referred to as the "Board", and the Teamsters Local 671, International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1 RECOGNITION

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 of the Board. Issues regarding the contours of the bargaining unit shall be resolved by the State Board of Labor Relations and not the grievance procedure set out in this contract.

ARTICLE 2 MANAGEMENT RIGHTS

- A. It is recognized that the Marlborough Board of Education has and continues to retain, whether exercised or not, the sole right, to direct the operations of the school system in all its aspects, including but not limited to the following:
1. To determine the type of work to be performed by the employees of the Marlborough Board of Education;
 2. To assign all work to employees in accordance with this Agreement;
 3. To decide the methods, procedures and means of conducting work;
 4. To select, hire and remove employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and the performance of work in accordance with the requirements of the Marlborough Board of Education;
 5. To discharge or otherwise discipline any employee for just cause;
 6. To promote, transfer, or lay off employees;
 7. To decide the needs of the facilities;
 8. In general, to control, supervise and manage the operations of the school system and its staff under governing laws; and
 9. To establish or continue reasonable policies, rules, regulations, practices and procedures for the conduct of Marlborough Board of Education business, and from time-to-time, to make reasonable changes to such policies, rules, regulations, practices and procedures and to negotiate over the impact of changes to policies, rules, regulations, practices or procedures, including their abolishment, that have a substantial affect on conditions of employment, in accordance with the Municipal Employee Relations Act.

- B. These rights and responsibilities are not subject to delegation in whole or in part except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this agreement. All past practices and understandings between the parties are void, have no force and effect unless specifically incorporated herein or unless reduced to writing by the parties during the life of the agreement.
- C. To the extent provided by law, the Marlborough Board of Education shall not be responsible under federal or state labor law for work performed by a bargaining unit employee for the Town of Marlborough during any work week and is, for all purposes, a separate employer from the Town of Marlborough or any other municipal or educational employer in the Town of Marlborough.

**ARTICLE 3
UNION SECURITY**

- A. All present employees within the bargaining unit who are members of the Union on the effective date of the Agreement and any persons who become employees within the bargaining unit after the date this Agreement is signed may remain or become members in good standing and pay the regular and uniform dues, fees and assessments to the Union.
- B. The Union shall supply the Board with written notice at least thirty (30) days prior to the effective date of any change in such rates for fees, dues and assessments.
- C. Provided the Board receives voluntary, individual written authorizations signed by the employees in a form which has been agreed to by the Board and the Union, the Board agrees to deduct from the wages of employees under this Agreement, biweekly dues, fees or assessments as properly authorized and uniformly required for membership in the Union submit same to Teamsters Local 671 monthly.
- D. Employees shall be advised of the foregoing arrangement at the time of their hiring.
- E. The Union shall indemnify and hold the Board harmless for any liability which arises out of its compliance with the terms and conditions of this Article.
- F. If the Board holds a formal orientation for newly hired custodians, the Union shall be invited to speak with any newly hired custodial employee for up to 30 minutes. When new employees are hired, they shall be given an orientation packet provided by the Union. If no orientation is held, new employees shall be introduced to union leadership at the worksite and union leadership shall be permitted to meet with new employees for up to 30 minutes on school property, provided that such meeting shall not interfere with the work of any employee, or the safety or security of staff or students.
- G. Upon request, the Board shall transmit to the Union an electronic list of all bargaining unit employees, including their name, job title, worksite location, work telephone number, date of hire, work electronic mail address, home address and, if authorized by the employee via written authorization provided to the exclusive representative, the employee's home telephone number, personal cellular mobile telephone number and personal electronic

mail address, if on file with the Board.

ARTICLE 4 UNION PRIVILEGES

A. Union Visits:

The authorized agents of the Union may have use of available Board facilities as directed by the Superintendent of Schools, for Union activities, upon forty-eight (48) hours notice and during non-working hours. Employees shall maintain such premises in the same condition they were found or lose this privilege. Upon reasonable notice to the Superintendent of Schools, the Teamsters' Union Representative may have access to Board premises to speak to bargaining unit members, as long as such visits do not interfere with the employees' work. The Union shall comply with Board rules and regulations covering access to and movement of visitors within the Board's premises and property.

B. Bulletin Board:

The Board shall provide space for a Union bulletin board for the posting of official notices by Local 671 pertaining to Union business. It is understood that such notices shall not be placed anywhere else on the Board's premises. The Union shall be responsible for ensuring that posted notices by Local 671 involve only Union affairs, are business-like, are for informational use only and are not derogatory.

C. The Union shall submit the name of the authorized representative of the Union to the Board. The Union shall promptly serve a written notice to the Board if there is a change in the Union representation.

D. The Board shall invite one member of the bargaining unit to be on the District Safety Committee. If the meetings of the Committee occur during the employee's work day, the bargaining unit member may attend the meetings of the Committee without loss of pay.

ARTICLE 5 PROBATIONARY EMPLOYEES

No employee shall attain seniority under this Agreement until he/she has been continuously on the payroll of the Board for a period of ninety (90) days, sixty (60) of which must be served while school is in session and students are present. Upon an employee's completion of his/her probationary period his/her seniority shall revert to his/her date of hire. Until the expiration of such period, he/she may be terminated for any reason whatsoever and neither the employee nor the Union, on his or her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. However, probationary employees shall be subject to all other provisions of this Agreement.

ARTICLE 6 SENIORITY

Seniority for bargaining unit employees shall mean an employee's length of continuous employment

with the employer within the bargaining unit measured in calendar days from the first day the employee actually worked for the employer to include his probationary period.

Non-bargaining unit employees who are hired or transferred into bargaining unit positions in the future shall date their seniority from the date of their start of work within the bargaining unit. Seniority for part time bargaining unit members shall be prorated based on their part time schedule (e.g., an employee who is regularly scheduled to work 25 hours per week is entitled to 67% of one year (25 divided by 37.5 = .67).

ARTICLE 7 SHIFT/JOB BIDDING

The selection of an employee for a vacant shift/job shall be based on seniority unless the superintendent has a good faith reason for applying other additional criteria. The Principal shall post all vacant shifts/jobs for a period of five work days. A shift vacancy shall be defined as an open shift/job due to death, retirement, resignation, termination, or the creation of a new position. The shift/job posting shall include the qualifications necessary to meet the requirements of the job. Such posting shall be posted on the Union bulletin board.

ARTICLE 8 RECALL

- A. The name of any employee who has been laid off shall be placed upon a reappointment list and remain on such list for two (2) years provided such employee does not refuse a reappointment and provided such employee applies, in writing by certified mail, for retention of his name on said list on or before June 1 of each year subsequent to his layoff.
- B. It shall be the Board's sole responsibility to mail the offer of reappointment by certified mail to the employee's address on file in the Personnel Office at least fourteen (14) days prior to the date of reappointment. The employee shall accept or reject the appointment in writing within fourteen (14) days of the receipt of the offer.
- C. No new employees shall be hired to fill a position for which an employee on the reappointment list is qualified, unless all employees that are qualified for that position that are on the reappointment list have rejected said appointment. The employee with the greatest length of service shall be given preference.
- D. No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits whether or not he remains on the reappointment list, other than those benefits guaranteed by law. An employee who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff.

ARTICLE 9 HOURS OF WORK AND OVERTIME

- A. A normal five day work week shall be Monday through Friday. However, the Board may assign

one custodian a work week which consists of any five consecutive day period. The Board shall post a notice requesting volunteers. Volunteers shall be selected first for such assignment. If no employees volunteer for this work week within five working days of the notice, the least senior bargaining unit member shall be assigned to this work week. Any employee selected for this assignment may elect to start the new work week up to thirty (30) calendar days from the date of his/her selection. During the summer season custodians shall be allowed to work a 6:00 a.m. - 2:00 p.m. shift. However, the Union shall have a minimum of one (1) custodian at all times work an 8:00 a.m. - 4:00 p.m. shift by seniority on a rotating basis.

B. The regularly scheduled work week for full-time employees who work twelve (12) months per year shall be a minimum of thirty-seven and one-half (37.5) hours per week during any five consecutive day period. Effective July 1, 2022, summer hours for full time employees who work twelve months per year shall be 40 hours per week. For the purposes of this Article, summer shall run from the first work week after the last student or teacher work day, whichever occurs later, through the last full work week prior to the first student day.

C. Employees shall be compensated at the overtime rate of time and one-half for all work performed in excess of forty (40) hours in any one work week, for time and one-half for Saturday work, and double time for Sunday and Holiday work, excluding employees regularly scheduled for work on Saturday and/or Sunday. Employees shall receive time and one half (1½x) for all hours worked while removing snow from the roof.

Any employee who performs work for the Brownie Bed-A-Bye shall, in lieu of their regular shift, work an overnight third shift and receive a fifty dollar (\$50.00) stipend. It is understood that all other provisions of Article 9 will apply.

D. All overtime must have the prior approval of the employee's supervisor. All overtime shall be offered by seniority on a rotational basis.

E. There shall be no duplicate payment of overtime for any hours worked.

F. Each full-time employee shall be entitled to two fifteen minute paid breaks and a one- half hour unpaid lunch. Part-time employees shall be entitled to one fifteen-minute break. If asked to work a full shift, part-time employees shall receive a second fifteen- minute break and an unpaid lunch.

G. Employees may mutually agree to exchange shifts subject to the approval of the Principal.

H. Second shift custodians shall be allowed to work a 1:00 - 9:00 p.m. shift the day before Thanksgiving. All custodians shall be allowed to work a 7:00 a.m. - 3:00 p.m. shift on Christmas Eve and New Year's Eve.

ARTICLE 10 CALL-IN PAY

In the event an employee is called into work prior to the start of his/her shift or after his/her shift ends, he/she will be paid for a minimum of two (2) hours pay at applicable rates. Employees shall

be called in by seniority on a rotational basis.

**ARTICLE 11
HOLIDAYS**

A. All full-time employees who work twelve (12) months per year thirty-seven and one-half hours per week shall be entitled to thirteen paid holidays each year:

- | | |
|------------------|------------------------|
| Independence Day | New Year's Day |
| Labor Day | Martin Luther King Day |
| Columbus Day | President's Day |
| Veteran's Day | Good Friday |
| Thanksgiving (2) | Memorial Day |
| Christmas (2) | |

B. When a holiday falls during an employee's vacation week, the employee shall not be charged with the vacation day.

C. Part-time employees shall receive 13 holidays at their regularly scheduled work-day of 5 hours per day. Thirteen paid holidays full-time employees receive each year:

- | | |
|------------------|------------------------|
| Independence Day | New Year's Day |
| Labor Day | Martin Luther King Day |
| Columbus Day | President's Day |
| Veteran's Day | Good Friday |
| Thanksgiving (2) | Memorial Day |
| Christmas (2) | |

**ARTICLE 12
VACATIONS**

A. Each full-time employee shall accrue vacation leave from the employee's date of hire. Vacation leave shall be based upon the years of service completed and shall be earned according to the following accrual schedule:

<u>Number of years of service</u>	<u>Accrual rate</u>
0 to 5	10 days per year
6 to 10	15 days per year
11-19	20 days per year
20 or more	25 days

Each full time employee hired on or after July 1, 2012 shall earn vacation leave based upon the years of service completed and shall be earned according to the following accrual schedule:

<u>Number of years of service</u>	<u>Accrual rate</u>
0 to 7	10 days per year
8 to 12	15 days per year
13-20	20 days per year

B. All requests for vacation are subject to administrative approval and must be submitted in writing. For planning purposes, all requests should be submitted as early as possible, but no later than one week in advance. All vacation requests shall be answered within one (1) week. Exceptions due to extenuating circumstances shall be given reasonable consideration.

Employees may be allowed three (3) weeks' vacation in succession in special circumstances and in consideration of other vacation requests that may have received prior approval and whether other custodians are on medical or personal leaves. A request for a three week vacation in succession should be made in writing at least thirty (30) days in advance for planning purposes.

C. Employees, if they choose, may take up to two (2) vacation days in half (½) day increments.

D. No more than 7 days may be carried over to any subsequent year.

E. The Board retains the right to limit the number of employees on vacation at any one time. Generally employees shall not take vacation during the one (1) week before school starts and during the two (2) weeks after school ends and during school year vacation periods. Exceptions may be made by the Principal based on the needs of the system.

F. Part-timers shall receive a pro-rata number of vacation days. The number of vacation days for a part-time employee shall be calculated by taking the number of hours regularly worked by such part-time employee, dividing it by the number of hours regularly worked by a full-time employee and multiplying that number by a full-time employee's vacation schedule. For example, a 25 hour per week employee would receive .67 vacation days of a full-time schedule at 5 hours per day so that such part-time employee with 4 years of service would receive 6.7 days of vacation times 5 hours or 33.5 hours of vacation.

G. Each employee with one (1) or more years of continuous service, who is separated from his employment for the reasons set forth below, shall receive a pro rata portion of the vacation benefit to which his years of continuous employment would entitle him in lieu thereof. Pay for such pro rata benefits shall be calculated on the basis of one - twelfth (1/12th) for each full month of service, subsequent to his anniversary date of employment, times the number of weeks of vacation to which his years of service would entitle him. With regards to pro rata vacation pay, if an employee works a minimum of 112 straight hours in his/her last month that month shall be counted as a full month for the purpose of the 1/12th calculation.

This pro rata basis will be used to determine the amount of vacation due any individual who:

1. Resigns
2. Discharged
3. Laid Off
4. Retires
5. Leaves to enter the Armed Forces

ARTICLE 13 LEAVE PROVISIONS

A. Sick leave

1. Full-time, twelve (12) month employees shall be allowed 12 sick days per year accumulative to 120 days. Part-time employees shall be allowed 5 sick days per year accumulative to 30 days. Part-time employees shall be those employees regularly scheduled for less than thirty-seven and one-half (37.5) hours per week.
2. Paid sick leave will become available with the successful completion of the probationary period.
3. A doctor's certificate showing date and type of illness or incapacity may be required after three (3) consecutive working days of absence or when sick leave abuse is suspected. If the Board suspects abuse and requests a doctor's certificate and an employee pays a co-pay to the doctor in order to obtain said certificate, the Board will reimburse the employee for the co-pay if the doctor certifies that the employee's absence was due to illness. If the Board requires the employee to obtain a doctor's certificate during work hours, the employee shall not be penalized with loss of pay for the time spent in the appointment with the doctor, so long as the doctor certifies that the absence was due to illness.
4. If an employee is out of work for more than five (5) consecutive working days, the Board may require a physical examination by a doctor of its selection at the Board's expense to verify illness or incapacity.
5. If abuse of sick leave by an employee was indicated, the Board may require a physical examination by a doctor of its selection at the Board's expense verifying evidence of illness or incapacity.

B. Personal leave

1. Each full-time employee who has completed his/her probationary period shall be allowed a maximum of five (5) paid days of leave per year, noncumulative, for the following reasons:
 - a. religious holidays
 - b. legal matters

- c. legitimate personal business that cannot be conducted outside regular work hours
- d. marriage of self, child, parent, sibling or sibling of spouse
- e. illness of spouse, child, step-child or parent
- f. attendance at graduation exercise for self, spouse, or child
- g. death in immediate family or attendance of funeral of spouse, child, step child, parent, parent of spouse, sibling, sibling of spouse or grandchild
- h. documented emergency

2. All personal leave is subject to prior approval. Application for personal leave shall be made at least seventy-two (72) hours before leave is to be granted, except in cases of illness or emergencies.

Employees are allowed to use personal leave in half-day increments and are encouraged to do so.

3. All part-time employees on July 1st of each fiscal year shall be entitled to a pro-rata amount of personal time. (See Holiday and Vacation Articles 11 and 12 for pro-ration formula and examples.)

C. Jury Duty

Any employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. Employees shall receive a rate of pay equal to the difference between their salary and the jury fee.

D. Family and Medical Leave Act

The Board shall comply with all terms and conditions of the Family Medical Leave Act for employees who are eligible under the law.

**ARTICLE 14
UNIFORMS**

An adequate supply of uniform shirts and sweatshirts shall be provided to each employee at the expense of the Board. Custodians are required to wear OSHA approved safety shoes. The Board shall upon receipt of proof of purchase, reimburse the employee up to \$175.00 annually for one pair of OSHA approved safety shoes or sneakers. If the employee purchases OSHA approved safety shoes for less than \$175.00, he/she may use any remaining funds for reimbursement of approved sweatshirts, pants or coveralls. Additionally, approved shirts will be provided every two (2) years or earlier if needed. The wearing of the uniform shirt is mandatory for all custodians during hours of work. Uniform shirts shall not be worn outside of work except in the course of travel to and from work, including incidental stops.

Employees must be neat and clean and in a uniform shirt when reporting for work. Employees shall wear black or navy blue pants or jeans with the uniform shirt. The Principal shall consult with the Union prior to the selection of a uniform shirt. Uniforms shall meet reasonable standards of comfort and safety. No modifications of the uniform shirt may be made by individual employees.

Appropriate shorts may be worn during the summer months, which are defined as June - August. The shorts should be professional in appearance, similar to the shorts worn by U.S. Postal workers. Shorts may not be worn when custodial work involves the use of chemicals or other hazardous working materials that might present a safety or health hazard as determined by their immediate supervisor

ARTICLE 15 DRUGS, ALCOHOL AND TOBACCO

A. Drug, Alcohol and Smoke-Free Workplace

The Board is committed to maintaining a safe and healthy work environment free from the adverse impact of employee drug and alcohol abuse and the use of tobacco products. Employee drug and alcohol abuse can create serious risks of physical harm to fellow employees and students, and economic injury to the Board and other employees. Drug or alcohol abuse can lead to increased accident rates and absenteeism and can cause job performance and productivity to suffer. Employee drug and alcohol abuse can seriously compromise safety in the workplace and the quality of the services that the Board provides to the public.

B. Drug Policy for Employees

1. Illegal Drugs

- (a) The Board prohibits the unlawful manufacture, distribution, possession, or use of controlled substances by its employees in the workplace. The "workplace" includes but is not limited to: employees while on the job, while on school premises or school grounds, while operating school equipment or vehicles, or while operating any other equipment or vehicles while on school business. "Controlled Substance(s)" includes any drug or substance that the law prohibits an individual from manufacturing, selling, possessing or otherwise transferring, including, but not limited to, marijuana and cocaine. As a condition of employment, employees must abide by this policy and may be required to submit to a drug test where appropriate under this policy.
- (b) The Board also prohibits its employees from being on the job, on school premises or school grounds, operating school equipment or vehicles, or operating any other equipment or vehicle on school business while under the influence of any substance. An employee is "under the influence" if drug test results indicate the presence of a controlled substance in the employee's system in an amount that constitutes a positive test result as defined elsewhere in this policy.
- (c) The Board recognizes the right of its employees to engage in off-duty activities of their choice. However, an employee's off-duty activity that involves illegal drug use, including possession or sale, adversely impacts the school system and will not be tolerated. Employees who violate any provision of this section will

be subject to disciplinary action up to and including discharge.

- (d) Any employee who violates any provision of this section will be subject to disciplinary action up to and including discharge.

2. Legally Obtained Drugs

Employees must not be on the job, on school premises or school grounds, or operating school equipment or vehicles while on school business while under the influence of any drug -legal or illegal -that renders the employee unfit for duty. An employee is "unfit for duty" if, in the opinion of his treating doctor or the school medical advisor, the employee's use of drugs jeopardizes his/her ability to work safely or efficiently. If an employee's medically-required use of legally obtained drugs renders the employee unfit for duty, in the opinion of the treating doctor or the school medical advisor, a temporary alternative job assignment is not available, the employee will be considered unfit for duty due to illness.

C. Alcohol Policy For Employees

The Board prohibits its employees from consuming, possessing, distributing, purchasing, selling, or otherwise transferring alcoholic beverages while on the job, while on school premises or school grounds, while operating school equipment or vehicles while on the job, or while operating any other equipment or vehicles, while on school business. The Board also prohibits its employees from being on the job, on Board premises or school grounds, or operating school equipment or vehicles, or operating any other equipment or vehicle while on school business while under the influence of alcohol. An employee who, violates any provision of this section, will be subject to disciplinary action up to and including discharge.

D. Tobacco Policy For Employees

In accordance with law and to promote the health and safety of all students and staff, employees are prohibited from smoking or using tobacco or tobacco products in all school facilities, buildings, grounds, or vehicles at all times, including athletic events, meetings, and after school hours. This prohibition extends to all facilities that the Board owns, operates, contracts for or leases as well as facilities in which services are not provided to children.

E. Testing of Staff

1. To insure the success of its drug and alcohol policy, the Board will require prospective employees to undergo physical examinations, blood tests, urinalysis, or other medical drug and alcohol detection procedures under the circumstances described in the following section. No employee shall refuse to submit to alcohol or drug testing required under this policy, unless physically unable to provide a specimen at the time.
2. All required medical tests will be conducted at Board expense by qualified and Board-approved designated medical personnel in accordance with law. Applicants and current

employees will be given an opportunity before testing to advise the medical personnel of any legal or prescribed drugs which they are then taking.

3. A positive test result means that the test result shows the presence of an illegal or controlled substance or alcohol in the applicant's or employee's system at or above the limits hereinafter described.
4. An initial urinalysis drug test shall be administered utilizing a reliable methodology. An employee's initial positive result must then be confirmed by a second urinalysis drug test, which shall be separate and independent from the initial test. The second tests shall utilize either a gas chromatography and mass spectrometry methodology or other methodology which has been determined by the State of Connecticut Commissioner of Health Services to be as reliable or more reliable than the gas chromatography and mass spectrometry methodology.
5. All confirmation tests on employees will be conducted on the same urine sample upon which the initial test was conducted and by the same medical or technical personnel. If the final confirmation test is negative for illegal drugs or alcohol, the Board will disregard the initial screen test.
6. If an employee's alcohol test reveals an alcohol concentration of .04 or greater, he/she may be subject to disciplinary action, including discharge.
7. Reasonable Suspicion Testing
 - (a) Each employee is subject to drug testing whenever the Board, through its Principal or his/her designee, has a reasonable suspicion that said employee has violated this policy through the use of a controlled substance or alcohol. The determination that reasonable suspicion exists to require the employee to undergo a test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The person who makes the determination that a reasonable suspicion exists to conduct a drug or alcohol test shall not conduct such test of the employee. Reasonable suspicion must be confirmed by a school nurse. If a nurse is not available, then confirmation shall be by another administrative staff member, including the Principal or designee, school social worker or school psychologist.
 - (b) Alcohol testing is authorized only if the observations required by this policy are made during, just preceding or just after the period of the work day that the employee is required to be in compliance with this policy or at anytime the employee is using a school vehicle. If an alcohol test required by this section is not administered within two hours following the determination of reasonable suspicion, the employer shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test required by this policy is not administered within 8 hours following the

determination of reasonable suspicion, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.

- (c) An employee who is tested pursuant to this section will be suspended with pay pending the test outcome. If the test is negative, the employee will be allowed to return to work, unless the suspension was imposed for additional reasons unrelated to this policy.
- (d) A written record shall be made of the observations leading to the controlled substances "reasonable suspicion" test, and signed by the Principal or his/her designee within 24 hours of the observed behavior or before the results of the controlled substance test are released, whichever is earlier.
- (e) If a test under this section is required outside of the employee's work time, the Board will pay the employee at his/her hourly rate for the time necessary to take the test, but only if the test results are negative, that is, alcohol and drug free.

8. Confidentiality of Records and Test Results

Results of job applicant and employee drug and alcohol tests will be kept confidential to the extent allowed by law. Only Board employees and agents who need to know the test results will be notified of, or permitted to review, the results. Employees and agents must not reveal the test results to any other persons who have no need to know the results. An employee who, in the opinion of the Principal or designee, violates the provision of this section is subject to disciplinary action up to and including discharge. In addition, test results will be maintained with other employee medical records and shall be subject to privacy protection provided by state law.

F. Failure to Cooperate

Any employee who (a) fails to cooperate with the Board's investigation into possible violations of this policy, or (b) refuses to sign consent to take a drug or alcohol test will be subject to disciplinary action up to and including discharge.

G. Obligation to Report

The Board will not discharge, discipline or otherwise penalize any employee because the employee makes a good faith report of a violation of a suspected violation of this policy. However, any employee found to have knowingly made a false report shall be subject to disciplinary action up to and including discharge.

H. Compliance as a Condition of Employment

All employees and applicants are advised that full compliance with this provision and the policies of the Marlborough Board of Education concerning drug, alcohol and tobacco use shall be a condition of employment and continued employment with the Board. Any employee who

violates any part of these policies may be immediately removed from his/her job, and will be subject to discipline up to and including immediate termination of employment.

I. Employees Who Notify the Board of Drug or Alcohol Problem

1. The Board encourages employees to seek professional help for their drug or alcohol problems. An employee who voluntarily notifies the Superintendent that he/she has a drug or alcohol problem shall be allowed, upon request, to use his or her sick days, vacation and personal time to undergo rehabilitation. If such days are unavailable, the employee shall be granted up to 45 workdays per occurrence of unpaid medical leave to undergo rehabilitation. Upon completion of the rehabilitation period the employee shall submit to the Superintendent a medical certificate stating that the employee is free of any alcohol or substance abuse problems before returning to work as well as undergo tests as noted below.
2. An employee who successfully completes a rehabilitation program will be allowed to return to work in his/her former position if the position exists or another available position, for which the employee is qualified. However, such an employee may also be subject to 6 unannounced tests in the ensuing 12- month period. Furthermore, reemployment will remain subject to the other provisions of this policy.
3. Employees who notify the Superintendent of their drug or alcohol problem only after the Superintendent has begun investigating whether they are in violation of this policy remain subject to disciplinary action for policy violations.

**ARTICLE 16
DISCIPLINE**

- A. An employee may be disciplined only for just cause. Discipline shall be expunged after one (1) year from the date of the offense. Discipline shall be defined as a verbal warning, a written warning, suspension, or discharge. In all cases involving the discharge or suspension without pay of any employee, the Board shall immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Union Steward and a copy mailed to the Local Union Office within five (5) working days from the time of the discharge or suspension. Verbal and written warnings shall not be subject to arbitration. However, verbal and written warnings may be contested at any termination or suspension arbitration hearing. Copies of verbal and written warnings shall be provided to the Union steward and mailed to the local union office within five (5) working days from the issuance of said warnings.

- B. Discipline may be given in any order as reasonably determined by the Board, need not be progressive, will be based upon the seriousness of the employee's conduct. No warning or prior notice whatsoever need be given to an employee before he/she is discharged if the cause for such discharge constitutes serious misconduct such as dishonesty, drunkenness, carelessness which results in or may have resulted in the serious accident while on duty, absence from work for three (3) consecutive workdays without notification to the Board, carrying a weapon, the violation of the Board's drug and alcohol policy, child abuse or any other serious misconduct.
- C. Employees may request Union representation for an investigatory interview at which the employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says.

**ARTICLE 17
GRIEVANCE**

A. Definitions

- 1. A "Grievance" shall mean a complaint by an employee, the Union, or a group of employees that his/her/its rights under the specific language of this Agreement have been violated, or that as to him/her/it there is a misinterpretation or misapplication of the specific provisions of this Agreement.
- 2. "Grievant" shall mean any member of the bargaining unit, or a group of bargaining unit members or the Union similarly affected by a grievance, seeking recourse under the terms of this Article.
- 3. "Days" shall mean calendar days.

B. Time Limits

- 1. If a grievance in writing is not filed within fifteen (15) days after the grievant knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived. With regard to wage violations, there shall be a two-year time limit to file a grievance. However, the grievant shall only be allowed to seek wages of up to one year back from the date of the grievance.
- 2. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- 3. An employee may, if any administrator or the Board of Education fails to render his/her/its decision within the specified time limits, process his/her/its grievance to the next higher level.

C. Grievance Steps

1. Level One - Administrator

If an employee feels that he/she may have a grievance, he/she may first discuss the matter with a Union steward or representative or other appropriate administrator in an effort to resolve the problem informally.

2. Level Two - School Principal

If the employee is still not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing and submit it to his/her Principal. The Principal shall, within seven (7) days of that filing of the grievance in writing, meet with the grievant and, within (7) days of the meeting, give a written answer with a copy to the Union.

3. Level Three - Superintendent of Schools/Designee

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within, five (5) days after the decision, file his/her written grievance with the Superintendent of Schools or Designee.
- (b) The Superintendent or Designee shall, within seven (7) days after receipt of the referral, meet with the grievant and a representative of the Union for the purpose of resolving the grievance.
- (c) The Superintendent or Designee shall, within seven (7) days after the hearing, render his/her decision and the reasons therefor in writing to the grievant, with a copy to the Union.

4. Level Four - Arbitration

- (a) If the grievance is not resolved to the Union's satisfaction at Level Three or in mediation, the Union may, at its option, submit the grievance to arbitration within fourteen (14) days of receiving the Level Three Answer or at the conclusion of mediation. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought. Grievances shall be submitted to the American Dispute Resolution Center.
- (b) The arbitrator shall have no power to add to, subtract from alter or modify this Agreement. The decision of the arbitrator shall be final and binding.
- (c) The cost of arbitration will be borne equally by the parties.
- (d) The arbitrator will hear only one (1) grievance at a time unless the parties mutually agree otherwise. This provision will not prevent the arbitrator from

hearing a Union or class action grievance.

- (e) A class action grievance shall be submitted by the Union at the Superintendent's level.

- D. The shop steward shall be permitted to investigate and adjust the grievance of any bargaining unit member upon notification to his/her supervisor and as long as such meeting does not disrupt the flow of work. Bargaining unit members, upon request, shall have the shop steward or a union representative present during the discussion of any grievance with representatives of the Board.

ARTICLE 18 SUBCONTRACTING

- A. The Board has the right to subcontract work for the following reasons:
 - To obtain a lower price
 - If bargaining employees are not qualified or available or to improve the quality of work
 - If the Board cannot temporarily meet project deadlines or requirements with existing bargaining unit employees
 - If there are extenuating circumstances beyond the control of the Board
- B. Notwithstanding the above, the practice of assigning custodial work to non-bargaining unit employees to fill in for absent bargaining unit members or to complete work that bargaining unit staff has not been able to complete shall continue.
- C. Subcontracting shall not directly result in the layoff of any bargaining unit employee.

ARTICLE 19 RETIREMENT PLAN

All full-time 12 month employees are entitled to participate in the Board's retirement plan (403(b)). Employees are eligible, but are not required, to contribute to their own accounts up to the current IRC federal limits for 403(b) accounts.

Commencing July 1, 2018 the Board's contribution shall be 9.75% and shall remain at 9.75% for the remainder of the term of this contract.

ARTICLE 20
HEALTH INSURANCE

- A. The only insurance the Board will offer shall be a High Deductible Health Plan with a Health Savings Account with deductibles of \$2,000 for individual and \$4,000 for two person or family (Appendix D). Custodians shall contribute 5% of the premium cost for this plan in 2021-22, 2022-23 and 2023-24. Custodians are also responsible for the entire deductible.

Should any Federal statute or regulation be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiations in accordance with MERA. During such mid-term negotiations, the parties will reopen Article 20 and any related appendices for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

- B. The Board will provide each employee and/or his/her family with the Blue Cross/Blue Shield Full Dental plan with Riders A & B. Custodians shall contribute 5% of the premium cost for this plan in 2021-22, 2022-23 and 2023-24. Employees will have the option of purchasing full family dental coverage at their own expense.
- C. The Board will provide \$25,000 Term Life Insurance for each full-time employee.
- D. The Board may provide such insurance either through the carrier(s) listed herein or through alternate carriers provided that the coverage, benefits, and administration of claims is substantially equivalent to or better than provided by the carrier listed herein. In terms of the administration of any payment of claims, a carrier that normally provides payment of claims within thirty (30) days from the date that the claim is filed with the carrier or its agent(s) shall be deemed to be substantially equivalent.

The Union Representative shall be notified in writing within thirty (30) days of any intention to change carriers and shall have a reasonable opportunity to review the proposed changes. The Union Representative shall provide specific written reasons to the Board within the thirty-day period should the Union disagree with the change.

Should the Board and the Union disagree that the changes proposed will not result in coverages, benefits, and administration of claims that are substantially equivalent, then the Union, within thirty (30) days of the notification to its Representative of the proposed change, may file a grievance. Such grievance shall immediately proceed to the Superintendent pursuant to the grievance clause of this agreement. In addition, if the Board and the Union disagree at any time that the changes implemented did not result in substantially equivalent coverages, benefits, and administration, the Union may within thirty (30) days of its discovery file a grievance.

- E. The insurance benefits provided above shall be governed by a Blue Cross Blue Shield Managed Benefits Program, where applicable. Benefits and penalties are summarized on Appendix A.
- F. The Board of Education shall continue to maintain a Section 125 pre-tax wage deduction plan in accordance with applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) which will be designed to permit exclusion from taxable income of the employee's share of health insurance premiums only, so long as said provisions allow for such a plan. The Board shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of the employee insurance premium contributions. Neither the Union nor any employee covered by this agreement shall make any claim or demand nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other costs or loss arising from a flaw or defect in the salary reduction agreement or from a change in law which may reduce or eliminate the employee tax benefits to be derived from this plan.

**ARTICLE 21
INSURANCE FOR PART-TIME EMPLOYEES**

- A. The Board shall offer part-time employees, individual coverage only, a High Deductible Health Plan with a Health Savings Account with deductibles of \$2,000 for individual and \$4,000 for two person or family (Appendix D). Part-time custodians shall contribute a pro-rata percentage of the premium cost based on the ratio of the hours in their regularly scheduled work week to the hours in a regular full-time work week (37.5) hours. (Example: An employee with a part-time schedule consisting of 3.75 hours per day for 5 days a week shall contribute a premium cost share of 50%.)
- B. The employee shall pay 100 % of the cost of the premium for such coverage by automatic payroll deduction in the first year of this contract and 75% of the cost of the premium by automatic payroll deduction for the remaining term of this contract. Family coverage is available at 100% payment by the employee.
- C. The Board shall provide, at its cost, \$10,000 Life Insurance coverage for each employee.
- D. Sections E and G in Article 20 Insurance, shall also be applicable to part-timers.

**ARTICLE 22
WAGES**

- A. For the first year of this agreement the rate of pay shall be \$19.93/hour for all employees, except the one employee who is above scale. The employee who is above scale shall receive a 2% wage increase over the rate he was paid in 2020-21.

B. The wage increases in the second and third years of this contract shall be as follows:

2022-2023	2.5%
2023-2024	2.5%

C. The Board shall continue the practice of providing a Statement of Conditions of Employment each year at the end of June showing the new wages for the subsequent fiscal year.

ARTICLE 23 SAVINGS CLAUSE

Any part of this Agreement that conflicts with applicable federal, state, or municipal laws or regulations shall be considered null and void and any such invalidity or unenforceability shall not impair or affect any other term or provisions of this Agreement.

ARTICLE 24 DURATION

This Agreement shall be effective as of the first day of July, 2021, and remain in full force and effect until the 30th day of June, 2024. Negotiations for a successor agreement shall commence in accordance with the Municipal Employee Relations Act.

MARLBOROUGH BOARD OF EDUCATION

By:  _____

Date: 12-7-2021

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 671

By:  _____

Date: 12/7/2021

By:  _____

Date: 12/13/2021

SIDE LETTER OF UNDERSTANDING

The Marlborough Board of Education (the "Board") and International Brotherhood of Teamsters Local 671 (the "Union"), hereby agree as follows:

Notwithstanding the terms of the collective bargaining agreement between the above-named parties and the agreements contained therein relating to holidays, it is agreed that, for the term of this collective bargaining agreement (July 1, 2021 - June 30, 2024), bargaining unit member Joseph Dooley shall be entitled to an additional holiday that is not provided to other members of the bargaining unit. The additional holiday for this individual shall be the Tuesday after President's Day.

