

AGREEMENT
BETWEEN
THE PORTLAND BOARD OF EDUCATION
AND
LOCAL 1303-144 OF CONNECTICUT
COUNCIL #4,
AMERICAN FEDERATION OF STATE,
COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO
CUSTODIANS AND MAINTENANCE EMPLOYEES
JULY 1, 2022 THROUGH JUNE 30, 2025

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AGREEMENT

between

THE PORTLAND BOARD OF EDUCATION

-and-

LOCAL 1303-144 OF CONNECTICUT COUNCIL #4, AFSCME, AFL-CIO

This Agreement is entered into by and between the Portland Board of Education (hereinafter referred to as the "Employer") and Local 1303-144 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in matters of wages, hours, and other conditions of employment for all custodians and maintenance employees with the exception of the Director of Buildings and Grounds and seasonal employees as defined in Section 7467 of the Connecticut General Statutes (1985).

ARTICLE 2 NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally by both the Employer and the Union to all employees in the bargaining unit without unlawful discrimination because of age, sex, marital status, race, color, religious, creed, national origin, political affiliation or union membership, sexual orientation and physical disability or other applicable unlawful discriminatory standard. The union agrees to continue to admit persons to membership without unlawful discrimination because of age, sex, marital status, race, color, religious, creed, national origin, political affiliation, sexual orientation and physical disability or other applicable unlawful standard.

This provision shall not be subject to the grievance procedure.

ARTICLE 3 MANAGEMENT RIGHTS

It is recognized that the Employer has and will continue to retain, whether executed or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the Portland Public Schools in all aspects, including but not limited to the following: to determine the type of work to be performed by-employees; to decide the methods, procedures, and means of conducting the work; to select, hire, and demote. employees; to discharge or otherwise discipline any employee; to promote, transfer, and layoff employees; to decide the need for facilities; and to establish or continue policies, practices, and procedures for the conduct of business and management of operations.

These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

ARTICLE 4 UNION SECURITY

Section 1

- A. Upon receipt of signed, voluntary authorization of an employee, the Employer agrees to deduct from the pay of such employee such membership dues, or service fees, as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof.
- B. The deduction of any dues or service fees shall be made during a regular payroll week of said month and shall be remitted to Council #4 together with a list of names of employees from whose wages such deductions have been made not later than the last day of said month.
- C. The Union agrees to indemnify and to hold harmless the Employer for any loss or damage arising from the operation of this Article.

Section 2

The Employer will provide each employee with a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire. Five (5) signed copies will be sent to the Council #4 office by the Employer within thirty (30) days after the signing of this Agreement.

ARTICLE 5 SENIORITY

Section 1

The length of continuous service within the bargaining unit of the employee shall determine the seniority of the employee.

Section 2

The Employer shall prepare and maintain, subject to examination by Union representatives, a seniority list and record the status of each employee in the Unit. The Union shall be provided with a copy of the seniority list on September 1st of each year.

Section 3

- A. New employees shall serve a probationary period of ninety (90) work days and during such probationary period shall have no seniority rights or rights to benefits under this Agreement,

except for health and dental insurance, as set forth herein. A new employee's probationary period shall commence from their first day work after their date of hire. Work days shall be defined as days the employee actually attended work.

- B. Neither a probationary employee nor the Union shall have access to the grievance procedure during the probationary employee's probation period. Until expiration of such period, such employee may be terminated by the Board in its sole discretion for any reason.

Section 4

After ninety (90) work days, as defined in Article 5, Section 3, employees shall have seniority rights with their seniority computed from their date of hire.

Section 5

Seniority shall be broken only by the following events: discharge, retirement, resignation, layoff in excess of the one (1) year recall period, and failure to report for duty within the thirty (30) day time limit required under Article 6, Section 5 (Layoff and Recall). Seniority accumulation shall be suspended, but not broken, during layoff or during long term leave of absence (more than thirty (30) days) without pay.

ARTICLE 6 LAYOFF AND RECALL

Section 1

When, in the judgment of the employer, it becomes necessary to eliminate positions in the bargaining unit, such layoffs shall occur by classification in the order as follows:

- A. Seasonal employees
- B. Temporary employees
- C. Part-time employees (less than thirty-five (35) hours per week)
- D. Full-time employees

Section 2

Layoff shall be in order of seniority, from least senior to most senior, within the following classifications ranked highest to lowest: A. Maintenance (All Trades and Ground Supervisor) B. Head Custodians C. Custodians. An employee's evaluation will be considered when layoffs are necessary. However, the evaluation shall not be the sole criterion used to determine the order of layoff.

Section 3

An employee scheduled for layoff may bump the least senior employee in a lower classification provided the employee can perform the work in the lower classification.

Section 4

An employee designated for layoff shall be given two (2) weeks advance notice.

Section 5

The laid-off individual's name shall be placed on a recall list for a period of one (1) year subject to recall in order of seniority, from most senior to least senior. S/he shall be recalled to either the classification from which s/he was laid off, if the position should become vacant or be reinstated, or to a position in a lower classification. No person shall be newly employed in a classification that includes an individual on the recall list until all persons on the recall list in that classification have been notified by certified mail to their last known address and such individuals either are offered employment or decline such re-employment offer. It shall be the laid-off individual's responsibility to notify the Superintendent of his/her current address. An individual who declines an offer of re-employment in the same classification as previously employed shall forfeit recall rights. Failure to respond in writing within five (5) working days after the receipt of an offer of re-employment shall be deemed to be a refusal to accept such offer. Individuals must return to work within thirty (30) days from the receipt of the offer of re-employment.

ARTICLE 7 VACANCIES

Section 1

Notices of vacancies within the bargaining unit, including such vacancies which would constitute a promotional appointment within the bargaining unit, shall be posted for a period of five (5) working days prior to filling such positions.

Section 2

If, in the judgment of the Superintendent of Schools, the final candidates for a vacancy have equal qualifications, the candidate with the greater seniority shall be appointed to the position.

Section 3

An employee promoted to a vacancy shall serve a promotional probationary period of ninety (90) work days. Work days shall be defined as days the employee actually attended work.

Section 4

An employee who fails to successfully complete the promotional probationary period shall be returned to his/her former or equivalent position without prejudice. Nothing herein shall prohibit the Board from returning the employee to his/her former position or an equivalent position prior to the expiration of the promotional probationary period.

**ARTICLE 8
HOURS OF WORK AND OVERTIME**

Section 1

The normal work schedules for full-time employees shall consist of forty (40) work hours per week and eight (8) work hours per day, Monday through Friday, excluding a one-half (½) hour unpaid lunch break. This does not preclude the Superintendent or his designee from creating or maintaining positions of less than forty (40) work hours per week or less than eight (8) work hours per day to meet the needs of the school system. Additionally, full-time employees shall receive one fifteen (15) minute break per eight (8) work hour day.

Section 2

All employees shall work the schedule set forth below.

Employees shall work a full time schedule of eight (8) hours per day, five (5) days per week, year round.

Additionally, the Board may, at its' discretion, establish a floater position with a workweek of Monday to Friday (eight (8) hours per day) with the employee's hours during each work day to be determined by the Board, provided that in the event that the Board requires an employee for an eight (8) hour day shift, the day shift will first be offered to custodians who regularly work the second shift in the same building prior to offering the hours to the floater.

If the second shift employee accepts the first shift hours, the floater will be offered work on the second shift in lieu of the second shift employee.

All overtime must have approval of the Superintendent or his designee.

It is understood that all buildings will be covered during school vacations and during the summer.

Section 3

Except as provided in Section 2 of this Article, time and one-half (1½) shall be paid after eight (8) hours in one (1) day and forty (40) hours in one (1) week.

- A. Double time (2x) shall be paid for all time worked on Sunday.
- B. Time and one-half (1½) plus holiday pay shall be paid for all time worked on holidays when school is not in session. In the event school is in session on a paid holiday set forth herein, if the employee is required to work by the Board or its designee on such holiday, the employee shall receive his/her straight time regular hourly rate of pay for work performed on the holiday and an alternative day off with pay scheduled on a day mutually agreeable to the employee and the Superintendent of Schools.

Section 4

A minimum of one (1) hour's pay at double (2x) the hourly rate shall be paid for all building checks done, at the direction of the Superintendent or her designee, on Saturdays, Sundays, and/or holidays, provided school is not in session.

Section 5

Based upon the need of the school system as determined by the Superintendent or his/her designee, employees shall be required to work reasonable amounts of overtime from time to time. Whenever overtime is required employee(s) will be given a seventy-two (72) hour notice where possible.

Except in emergencies where the need for overtime cannot reasonably be foreseen, best efforts shall be made to equalize overtime opportunities. Administration shall first seek volunteers from within the bargaining unit within the school. In the event that no employees in the bargaining unit in a school volunteer, employees in the bargaining unit in other schools shall be offered the overtime. If no employee volunteers to work the overtime assignment then the least senior employee within the school where the overtime is required shall be assigned to work the overtime. For the purpose of overtime all custodians regardless of classification will be asked to work.

Overtime records will be maintained by the employer and will be available for inspection by the Union on reasonable notice.

No employee will be required to work overtime during his/her vacation.

Section 6

Effective upon the implementation by the Board of an electronic time system (i.e. – a time clock or swipe card), bargaining unit employees shall punch in and out of work.

Employees may only punch in or out for themselves and not other employees.

ARTICLE 9 CALL-IN PAY

An employee called in to work after his/her regular work day shall receive a minimum of two (2) hours pay at time and one-half (1½) his/her hourly rate. Employees shall provide the Board with a phone number where he/she can be reached in order to be called in. Employees must respond to call-ins unless excused for good cause by the Superintendent of Schools.

The Board may recall an employee during this two (2) hour period and it shall be considered the same call in.

Overtime scheduled in advance shall not be subject to the two (2) hour minimum call in.

**ARTICLE 10
WAGES**

Section 1

The wage structure is shown in Appendices A and B and attached hereto. Negotiated wage increases are as follows:

Contract Year

July 1, 2022: 2.25% General Wage Increase plus step movement for employees below top step in 2021-22

July 1, 2023: 2.25% General Wage Increase plus step movement for employees below top step in 2022-23

July 1, 2024: 2.5% General Wage Increase plus step movement for employees below top step in 2023-24

The head custodian who oversees both the high school and middle school shall receive an annual stipend of two hundred fifty dollars (\$250.00) payable on June 30th of each contract year. In the event that the head custodian commences working as the head custodian at the high school and middle school after July 1st of a contract year, he/she shall receive a prorated stipend for such contract year.

In order to receive the aforementioned stipend, the head custodian must: (1) oversee both the high school and middle school; and (2) be employed by the Board on June 30th of the contract year in question.

Section 2

The Districtwide Lead Custodian shall receive two dollars (\$2.00) additional pay per hour for all hours worked.

Section 3

Effective with the first pay period after July 1, 2016, all bargaining unit employees shall be paid via direct deposit.

All remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Board to implement direct deposit.

**ARTICLE 11
INSURANCE AND PENSIONS**

Section 1

For each employee who is regularly scheduled to work, on average, thirty (30) or more hours per week, the Board of Education will provide the following insurance benefits as follows:

A. Connecticare High Deductible Health Plan (“HDHP”)

Summary of Plan Design:

	In-Network
	\$2,500/\$5,000 Deductible* - Plan Year
	100% Co-ins, after deductible
	\$3,500/\$7,000 Out of pocket max
	\$0 Office Visit, after deductible
	\$0 Wellness, deductible waived
	\$0 Hospital after deductible
	\$0 Outpatient Surgery, after deductible
	\$0 WI, UC, ER, after deductible
	Out-of-Network
	\$2,500/\$5,000 Deductible
	70%/30% Co-ins., after deductible
	\$5,000/\$10,000 Out of pocket max
	<u>In Network Prescription Benefits:</u>
	Rx \$5/25/40, after deductible - Unlimited max
	Mail Order \$5/50/80
	MP4 Platform

For the duration of the contract (July 1, 2022 – June 30, 2025), the Board will annually contribute fifty percent (50%) of the applicable deductible amount into the employee’s established Health Savings Account (“HSA”). The Board's contribution toward the deductible will be deposited into the HSA accounts throughout the course of the contract year on a quarterly basis (on or about July 31st, October 31st, January 31st and April 30th).

The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

Employee Premium Share Contribution:

7/1/22	7/1/23	7/1/24
11.5%	12.5%	13.5%

- B. **Dental coverage** (individual coverage only) with the following premium share contributions:

7/1/22	7/1/23	7/1/24
18%	19%	20%

Dependent and family dental coverage is also available with the full premium paid for by the employee.

- C. Group life insurance for the employee of thirty-five thousand dollars (\$35,000.00) with one hundred percent (100%) of the premium paid by the Board until the active employee reaches the age of seventy (70). At age seventy (70), such benefit is reduced by fifty percent (50%) for active employees. No retiree group life benefit upon retirement for employees hired on or after July 1, 2012.

- D. **Pension:** Bargaining unit employees will be enrolled in a Town retirement plan that the employee meets the eligibility requirements (as determined by the provisions of the applicable Town retirement plan) upon the employee's date of hire.

Contributions by the Board and the employee shall be in accordance with the provisions of the applicable retirement plan.

- E. The short and long term disability program between the Town of Portland and the employees is hereby incorporated by reference into this agreement.

- F. Optional insurance plans may be offered by the Board. These plans will provide alternate levels of coverage that are available to the members on a voluntary basis. The member may elect any of these plans during the open enrollment period.

- G. **Insurance Waiver:** In any contract year, an eligible employee may elect to waive all health insurance benefits set forth herein and in lieu thereof, will receive a payment of one thousand two hundred dollars (\$1,200.00). Employees who elect to waive health insurance coverage shall deliver proof of health insurance to the Superintendent of School prior to the 1st Friday of June of each contract year. Payment to those employees waiving coverage will be made in a lump sum, less applicable federal and state withholdings, for the applicable year not on the health plan. In cases of extenuating circumstances, the Employer may grant a revocation of the waiver. However, such revocation shall be at the sole discretion of the Superintendent of Schools.

Since waiver payments are based on and issued at the conclusion of a contract year, in order to be eligible for and receive the lump sum payment, the employee must be: (a) employed by the Board as of June 30th of the applicable contract year; and (b) the waiver must have remained in effect for the entire contract year.

Waiver payments shall be provided to employees in a separate check (or a separate direct deposit, as determined by the Board).

H. 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 re-open Article 11 for the purpose of addressing the impact of the excise tax. No other provision of the Agreement shall be re-opened during such mid-term negotiations.

Section 2

An employee who works less than twenty (20) hours per week shall be ineligible to receive medical or life insurance benefits set forth in this Article. For an employee regularly scheduled to work at least twenty (20) hours per week, but less than thirty-five (35) hours per week, the Employer shall pay that portion of the medical or life insurance premium it pays for full-time employees multiplied by a fraction in which the number of regularly scheduled hours per week is the numerator and the number thirty five (35) is the denominator.

To be eligible to receive insurance benefits, each employee must submit a written wage deduction authorization permitting the Employer to deduct the employee's share of the premium. Each employee will be informed in writing (prior to the first deduction) of the premium cost and the amount of the resulting deduction. An employee may forego or withdraw from coverage rather than pay the additional cost.

Section 3

The Employer shall reserve the right to change the manner in which health and/or dental insurance is provided, including the right to return to a fully funded health and/or dental plan, with the understanding that such change(s) shall provide coverage, benefits and service equal to or better than that which had previously been provided on an overall plan benefit basis. Such changes shall not result in greater than a ten percent (10%) overall provider disruption. Notice of such change shall be given to employees in advance and informational sessions shall be held.

Section 4

Retirees who do not qualify under the provisions of Section 6, below, will have the option to retain health and dental coverage. The retiree shall pay one hundred percent (100%) of the retiree cost as well as any additional cost for the retiree's spouse and dependent children if they do not meet the requirements as stated in Section 6 of this Article.

Section 5

All employees hired prior to July 1, 2012 may continue group life insurance coverage with the retiree paying the cost for five thousand dollars (\$5,000.00) of coverage.

Section 6

All employee's hired prior to July 1, 2012 who are under the age of sixty-five (65) and have attained twenty-five (25) years of service prior to July 2, 2015, who retire from the Portland Board of Education, will continue to receive health insurance and dental benefits as outlined above, subject to annual reevaluations. The Board of Education shall pay fifty (50%) percent of

individual and fifty (50%) percent of dependent coverage. The retiree cost of the fifty (50%) percent of dependent medical coverage shall be determined by the Board of Education. The benefit set forth herein shall not be available to employees hired on or after July 1, 2012.

However, should the retired employee have health insurance coverage which is equal to or better than the Board of Education's Group Plan available to him/herself or dependent resulting from subsequent employment, the benefits provided for in this Article shall not be provided. The employee shall not have the option to re-enroll in the Board's Group Plan.

ARTICLE 12 SICK LEAVE

Section 1

Sick leave is to be used only for the purpose of compensating an employee who is unable to attend to his/her regular work schedule due to a bona-fide illness.

Section 2

All bargaining unit employees shall be entitled to twelve (12) sick days per year, prorated for any partial year of service. All bargaining unit employees shall be eligible to use such time after the completion of the probationary period of ninety work days. Sick leave shall accumulate to a maximum of one hundred fifty (150) days.

Section 3

In addition to sick leave, employees shall have three (3) family sick days per contract year for illnesses in the employee's immediate family. These days must be used in the year in which they are earned and shall not accumulate.

For purposes of this Section, "immediate family" shall be defined as the employee's spouse, children, parents and any other person living in the employee's household (such as a grandchild living with the employee) provided that use of sick leave for such individuals must be approved by the Superintendent. A denial of a request to use sick days for a person living in the employee's household shall not be subject to the grievance and arbitration procedure.

Section 4

In the event that an employee receives temporary, total disability benefits under the Connecticut Workers' Compensation Act, s/he may elect to receive the difference between his/her regular pay and the Workers' Compensation payment by deducting the difference from his/her sick leave for up to four (4) months from the date of injury. In determining the difference between the employee's regular pay and workers' compensation payment, the gross amount for each will be used.

Section 5

Employees may use partial sick leave for doctor or dental appointments. The employee shall provide his/her supervisor with a minimum of seventy two (72) hours notice before such appointment, except in the case of an emergency. Sick leave may only be taken in half-day or full day increments.

Section 6

Absence from work on approved workers' compensation leave will not be held against an employee on their evaluation.

Section 7

In the event that an employee is absent from work for three (3) consecutive days, he/she shall submit a note from the physician treating the employee for the illness causing the absence. Failure to provide such a note or an incomplete note may be the basis for discipline. Additionally, a pattern of absenteeism or abuse of absences may be the basis for discipline.

A pattern of absenteeism shall be defined as absences: prior to or after weekends and/or holidays or a pattern of one (1) or two (2) day absences over a period of time.

Section 8

On the rare occasion when an employee with four (4) years of completed service with the Board may have an extended period of disability due to catastrophic illness which extends beyond the amount of sick leave covered by the employee's accumulated sick leave and all other available leave time, that employee may request that the Union establish a sick leave donation on the employee's behalf. Members of this bargaining unit may donate up to two (2) days of their accumulated sick leave to be used by the applicant, if needed. The donated days may be used exclusively by the applicant. Any unused, donated days will be forfeited. Any employee may only request a Sick Leave Donation one time during his/her employment.

ARTICLE 13 LEAVE

Section 1

It is agreed that every reasonable effort shall be made by the employee to provide prior notice in writing to the Director of Building and Grounds one work week in advance of the requested leave. In cases of emergency the employee shall call the Director of Buildings and Grounds to request such leave, and such request shall not be unreasonably denied. If the Director is not available, the employee shall call the Principal; and if the Principal is not available, the employee shall call the Superintendent.

Section 2 - Jury Duty

Any employee required to report for jury duty shall receive the difference in his/her pay, if any, from the Employer during this period, not to exceed thirty (30) days. To be eligible for this benefit, an employee working the morning shift who is dismissed from jury duty by 1:00 p.m. shall return to work.

Section 3 - Bereavement Leave

Commencing with the ratification of this Agreement, each employee shall be granted three (3) days' leave with pay for a death in his/her immediate family. Such "immediate family" shall be defined as the employee's father, mother, spouse, brother, sister, and child; the mother, father, brother, and sister of the employee's spouse; grandparents and grandchildren. In addition, each employee shall be granted leave with pay of one (1) day to attend the funeral or wake of an aunt, uncle and cousin.

An additional two (2) days may be granted at the discretion of the Superintendent of Schools.

Section 5 - Personal Leave

Up to three (3) days of personal leave with pay per year shall be granted to any employee on request to be used to attend to personal business needs.

Employees may use partial personal leave of two (2) to four (4) hours. The employee shall provide his/her supervisor with a minimum of forty-eight (48) hours' notice, except in the case of an emergency.

When a request for personal leave is made, it shall not be unreasonably denied. It is agreed and understood that additional days may be requested. Such days shall be granted at the sole discretion of the Superintendent of Schools.

Section 6 - Union Business

Union officers shall be entitled to leave annually, with pay, for an aggregate maximum of sixteen (16) hours per year, to attend Union conventions or other affairs of the Union as the Union may designate with notification to the Superintendent. The Union shall furnish the Superintendent with a list of Union Officers eligible for this leave during the month of June each year of this Agreement and will update said list if changes are made during the contract year.

ARTICLE 14 VACATIONS

Section 1

Employees hired into the bargaining unit prior to July 1, 2015 shall be eligible for vacation in accordance with the following schedule based on years of service in a bargaining unit position governed by this collective bargaining agreement:

After 1 Contract Year of Service*

2 week (10 days)

After 5 Contract Years of Service*	3 Weeks (15 days)
After 10 Contract Years of Service*	4 Weeks (20 days)
After 15 Contract Years of Service*	4 Weeks (20 days) + one (1) additional day for each year of service (to a maximum of five (5) additional days)

*A contract year of service is defined as July 1st through June 30th

Employees hired into the bargaining unit on or after July 1, 2015 shall be eligible for vacation in accordance with the following schedule after the completion of their probationary period based on years of service in a bargaining unit position governed by this collective bargaining agreement:

After 1 Contract Year of Service*	2 week (10 days)
After 5 Contract Years of Service*	3 Weeks (15 days)

*A contract year of service is defined as July 1st through June 30th

Bargaining unit employees who commence work on or after July 1st of any contract year (“new hires”) shall receive a pro rata number of ten (10) vacation days for their first year of employment (through June 30th of such contract year) after the completion of their probationary period.

At the commencement of a full contract year (July 1st through June 30th), the employee shall be eligible for vacation days in accordance with the schedule set forth above.

All vacation must be taken in the contract year in which it is credited; employees may, however, carry over up to five (5) days of vacation on an annual basis into the next fiscal year (provided, at no time may an employee have greater than the aggregate sum of: (a) the five (5) days carried over from the previous contract year; and (b) the then current contract years number of credited vacation days). Exceptions may be made in the sole discretion of the Superintendent.

Section 2

Vacations shall be taken in accordance with a schedule established by the Superintendent of Schools or his designee.

Section 3

All requests for summer vacation (July and August) must be submitted to the Director of Building and Grounds by April 15th. All other vacations shall be scheduled and submitted for approval by the Director of Building and Grounds at least one (1) month in advance of the taking of vacation, except in those cases where the Director of Building and Grounds authorizes the use of vacation time in increments of less than one (1) week. Except in an emergency where shorter notification is required, an employee shall notify the Director of Building and Grounds at least seventy-two (72) hours in advance of the request for a vacation leave of less than one week. Approval of such short term vacation leaves will not unreasonably be withheld. Employees will not be required to find their own replacements for vacations. Employees shall not be eligible to use vacation days during the following period of time: the five (5) working days prior to the first day the student’s return to school from summer recess. At the discretion of the Director of

Building and Grounds, the grounds supervisor may use vacation days during the five (5) working days prior to the first day the student's return to school from summer recess.

Section 4

In the event of conflicting vacation dates, seniority shall be the determining factor, provided the most senior employee has submitted a request for a vacation in accordance with Section 3 of this Article.

Section 5

Vacation time shall be normally used in increments of not less than one (1) full week. However, employees may request to use vacation in less than a full week (including increments of two (2) to four (4) hours) in accordance with Section 3 herein.

Section 6

In the event a paid holiday occurs while an employee is on vacation, s/he shall be paid for the holiday and no deduction will be made from his/her vacation days.

Section 7

In the event of the death of an employee, payment shall be made to the beneficiary (as designated on the life insurance form) of the deceased employee. If there is no beneficiary then his/her estate shall receive pay for all vacation days unused during the contract year of the death of the employee based on his/her per diem rate of pay.

Section 8

In the event that an employee voluntarily terminates service with the Employer, s/he shall receive pay for all vacation days unused during the contract year of his/her retirement or termination based on his/her per diem rate of pay.

Section 9

For the purposes of Sections 1, 7 and 8 above, accrued paid vacation will be prorated on the basis of one (1) day for every twenty five (25) working days worked for an employee entitled to two (2) weeks vacation; one (1) day for every sixteen and one half (16½) days worked for an employee entitled to three (3) weeks vacation; one (1) day for every twelve (12) days worked for an employee entitled to four (4) weeks vacation; and one (1) day for every ten (10) days worked for an employee entitled to five (5) weeks vacation. To be eligible to receive accrued vacation time when resigning, the employee must give at least two (2) calendar weeks written prior notice exclusive of vacation time before leaving, or the accrued vacation time is forfeited.

ARTICLE 15 HOLIDAYS

Section 1

Employees shall be paid for the following holidays:

New Year's Day

Martin Luther King Day

President's Day
Memorial Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

Good Friday
Independence Day
Columbus Day
Christmas Day
Day before Christmas or Day after
Christmas (at the discretion of the Superintendent of
Schools)

Section 2

The above holidays shall be celebrated on the day declared by the Federal or State Government, or in lieu thereof by the Board of Education, as the official day of celebration and only when school is not in session. In the event that a holiday falls on a day on which school is in session, the employee shall receive his/her straight hourly rate of pay for work performed on such day and shall be entitled to an alternative day off scheduled on a day mutually agreeable to the employee and to the Superintendent of Schools.

Section 3

If a holiday falls while an employee is on sick leave, s/he shall be paid for the holiday and no deduction shall be made from his/her sick leave.

Section 4

To be eligible for holiday pay, an employee must work his/her last scheduled workday before the holiday and his/her first scheduled workday after the holiday, unless such employee is excused by the Superintendent of Schools, or her/his designee, is on an approved vacation day, jury duty or bereavement leave.

ARTICLE 16 GRIEVANCE PROCEDURE

Section 1

A "grievance" shall be defined as a complaint by an employee or the Union that there has been a violation, a misinterpretation, or misapplication of a specific provision or provisions of this Agreement.

Section 2

Any such grievance shall be settled in accordance with the following grievance procedure:

A. Step 1

Within ten (10) work days of the date on which the incident, giving rise to the grievance allegedly occurred, the aggrieved employee and/or his/her steward or representative shall take up the grievance in writing with the immediate administrator in an effort to resolve the grievance. The

administrator will adjust the written grievance at once or give the answer to the Union in writing within five (5) days of the receipt of the grievance.

B. Step 2

If the grievance is not settled in Step 1, the grievance will be submitted, also in writing, on the AFSCME Grievance Form, or, if the AFSCME Form is not available, in another written form to the Superintendent of Schools within ten (10) work days of the immediate administrator's decision at Step 1 or within ten (10) work days after the five (5) work day period set forth in Step 1 for rendering a decision has expired. The Superintendent will meet with the employee and the Union in an attempt to adjust the grievance within ten (10) work days of receipt of the grievance and give an answer to the Union in writing within five (5) work days after such meeting.

C. Step 3

If the aggrieved and/or the Union is not satisfied with the answer received in Step 2, s/he may elect to present the grievance to the Board of Education within ten (10) work days of receipt of the decision of the Superintendent at Step 2 or within ten (10) work days after the five (5) day period set forth in Step 2 for rendering a decision has expired. The Board of Education or a committee of the Board shall arrange a hearing within fifteen (15) work days to discuss the grievance in an attempt to resolve it. If the grievance is not resolved by the Board of Education or a Board committee immediately, the Union shall be given an answer in writing within fifteen (15) work days of such hearing.

Time limits in the grievance procedure may be extended by mutual agreement of the parties.

D. Step 4

If the Union is not satisfied with the answer given by the Board of Education, it may elect to submit the grievance for mediation to the Connecticut State Board of Mediation and Arbitration within thirty (30) work days of receipt of the Board of Education's decision at Step 3.

E. Step 5

If the mediation does not resolve the grievance, the Union may elect to submit the grievance for arbitration to the Connecticut State Board of Mediation and Arbitration. In the event arbitration takes place, the answer shall be final and binding upon both parties.

Section 3

Nothing herein shall be construed as prohibiting an aggrieved party from handling his/her own grievance if s/he so desires, but no agreement shall be made that is contrary to any of the terms of this Agreement and without notification to the Union.

Section 4

The Employer shall allow necessary employees and the Union Steward or officers the necessary time off without loss of pay to resolve any such grievance.

**ARTICLE 17
UNIFORMS**

Section 1

A. During each year of this Agreement, the Board shall, at its' discretion, either provide up to a maximum of five hundred dollars (\$500.00) to each non-probationary employee for the purchase of Board approved clothing and safety shoes or provide such employees with shirts, safety shoes and pants to be worn during the employee's workday. Reimbursement for clothing and safety shoes shall be paid upon submission of a receipt by the employer for the safety shoes or Board approved clothing.

Probationary employees shall be provided with the clothing/safety shoes benefit noted in the prior paragraph upon completion of his/her probationary period (or, at the Board's discretion, be provided with shirts and pants to be worn during the employee's work day).

Board approved clothing and safety shoes must be worn at all times.

B. Each employee shall be responsible for the cleaning and the reasonable repair of such uniforms.

Section 2

The Board shall provide, at no cost to the employee, foul weather gear for all non-probationary period employees. Replacement of foul weather gear shall be at the discretion of the Board.

The Board shall provide and pay for foul weather gear for all non-probationary period employees. Replacement of foul weather gear shall be at the discretion of the Board.

**ARTICLE 18
DISCIPLINE**

Section 1

No employee, except as defined in Article 5, Sections 3 A and B, shall be discharged or otherwise disciplined without just cause.

Section 2

Disciplinary actions shall normally be in the following order:

A. Verbal warning

B. Written warning including a meeting with the offending party, the Superintendent of Schools, and the Union to discuss the incidents leading to disciplinary actions

C. Suspension, with or without pay

D. Discharge

Section 3

The Board and the Union agree that the Superintendent of Schools may take disciplinary action without the need for progressive discipline for any grave or serious offenses. However, before any such action is taken, the Superintendent of Schools shall meet with the Union President or his/her representative regarding the action.

**ARTICLE 19
SEPARATION ALLOWANCE**

Upon retirement or layoff, each employee who has been a member of the bargaining unit since prior to July 1, 1997 shall receive the amount of one hundred dollars (\$100.00) times every year of service as an employee of the Portland School District.

**ARTICLE 20
SAVINGS CLAUSE**

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

**ARTICLE 21
MISCELLANEOUS**

Section 1

The Employer will pay the annual license fee for the Electricians, Public Service and Truck Driver. The employer will also pay for any physical examination that may be required by the Department of Transportation. The employer reserves the right to select the physician.

Section 2

The Board of Education shall reimburse mileage to employees, at the maximum rate established yearly by the IRS, who use their own vehicles on authorized school business.

Section 3

The Employer may direct any employee to become licensed to drive any vehicle that the district may use.

Section 4

Evaluations by the building principals and Director of Buildings and Grounds will be written following the agreed upon procedures done yearly prior to June 15th.

**ARTICLE 22
DURATION**

Section 1


This Agreement shall become effective July 1, 2022 and shall remain in effect until June 30, 2025 and from year to year thereafter unless either party notifies the other no later than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

Section 2

Any increase in wages, but no other benefits, shall be retroactively paid from the effective date of this Agreement.

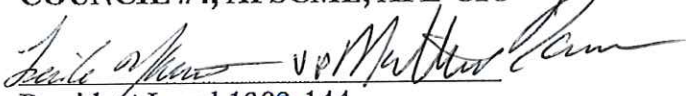
IN WITNESS WHEREOF, the parties have set their hands this 12 day of April, 2022.

PORTLAND PUBLIC SCHOOLS

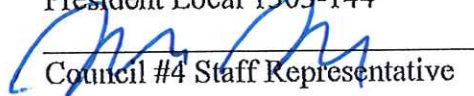


Chairman, Portland Board of Education

**LOCAL 1303-144 OF
COUNCIL #4, AFSCME, AFL-CIO**



President Local 1303-144



Council #4 Staff Representative

**APPENDIX A
STEP SCHEDULES**

CUSTODIANS

HEAD CUSTODIANS

Step Schedule

Year One - 2022-2023:

Effective July 1, 2022: 2.25 % GWI

Employees not on the top step shall move up one (1) step on July 1, 2022

1	2	3	4	5	6	7
\$25.92	\$27.85	\$28.52	\$29.28	\$30.04	\$30.76	\$31.53

Year Two - 2023-2024:

Effective July 1, 2023: 2.25 % GWI

Employees not on the top step shall move up one (1) step on July 1, 2023

1	2	3	4	5	6	7
\$26.50	\$28.48	\$29.16	\$29.94	\$30.72	\$31.45	\$32.24

Year Three - 2024-2025:

Effective July 1, 2024: 2.5% GWI

Employees not on the top step shall move up one (1) step on July 1, 2024

1	2	3	4	5	6	7
\$27.16	\$29.19	\$29.89	\$30.69	\$31.49	\$32.24	\$33.05

CUSTODIAN

Step Schedule

Year One - 2022-2023:

Effective July 1, 2022: 2.25 % GWI

Employees not on the top step shall move up one (1) step on July 1, 2022

1	2	3	4	5	6	7
\$25.71	\$26.50	\$27.31	\$27.99	\$28.71	\$29.38	\$30.12

Year Two - 2023-2024:

Effective July 1, 2023: 2.25 % GWI

Employees not on the top step shall move up one (1) step on July 1, 2023

1	2	3	4	5	6	7
\$26.29	\$27.10	\$27.92	\$28.62	\$29.36	\$30.04	\$30.80

Year Three - 2024-2025:

Effective July 1, 2024: 2.5% GWI

Employees not on the top step shall move up one (1) step on July 1, 2024

1	2	3	4	5	6	7
\$26.95	\$27.78	\$28.62	\$29.34	\$30.09	\$30.79	\$31.57

**APPENDIX B
STEP SCHEDULES**

MAINTENANCE DEPARTMENT

SKILLED TRADES

Step Schedule

Year One - 2022-2023:

Effective July 1, 2022: 2.25% GWI

Employees not on the top step shall move up one (1) step on July 1, 2022

1	2	3	4	5	6	7
\$30.60	\$31.27	\$31.92	\$33.50	\$33.53	\$34.30	\$35.04

Year Two - 2023-2024:

Effective July 1, 2023: 2.25% GWI

Employees not on the top step shall move up one (1) step on July 1, 2023

1	2	3	4	5	6	7
\$31.29	\$31.97	\$32.64	\$34.25	\$34.28	\$35.07	\$35.83

Year Three - 2024-2025:

Effective July 1, 2024: 2.5% GWI

Employees not on the top step shall move up one (1) step on July 1, 2024

1	2	3	4	5	6	7
\$32.07	\$32.77	\$33.46	\$35.11	\$35.14	\$35.95	\$36.73

LICENSED TRADES

Step Schedule

Year One - 2022-2023:

Effective July 1, 2022: 2.25% GWI

Employees not on the top step shall move up one (1) step on July 1, 2022

1	2	3	4	5	6	7
\$31.69	\$32.35	\$33.03	\$33.81	\$34.62	\$35.39	\$36.11

Year Two - 2023-2024:

Effective July 1, 2023: 2.25% GWI

Employees not on the top step shall move up one (1) step on July 1, 2023

1	2	3	4	5	6	7
\$32.40	\$33.08	\$33.77	\$34.57	\$35.40	\$36.19	\$36.92

Year Three - 2024-2025:

Effective July 1, 2024: 2.5% GWI

Employees not on the top step shall move up one (1) step on July 1, 2024

1	2	3	4	5	6	7
\$33.21	\$33.91	\$34.61	\$35.43	\$36.29	\$37.09	\$37.84

Electrician/Media, Data Communication Technician/Grounds Supervisor

Step Schedule

Year One - 2022-2023:

Effective July 1, 2022: 2.25% GWI

Employees not on the top step shall move up one (1) step on July 1, 2018 2022

1	2	3	4	5	6	7
\$39.22	\$39.89	\$40.55	\$41.33	\$42.15	\$42.90	\$43.63

Year Two - 2019-2020 2023-2024:

Effective July 1, 2023: 2.25% GWI

Employees not on the top step shall move up one (1) step on July 1, 2023

1	2	3	4	5	6	7
\$40.10	\$40.79	\$41.46	\$42.26	\$43.10	\$43.87	\$44.61

Year Three - 2024-2025:

Effective July 1, 2024: 2.5% GWI

Employees not on the top step shall move up one (1) step on July 1, 2024

1	2	3	4	5	6	7
\$41.10	\$41.81	\$42.50	\$43.32	\$44.18	\$44.97	\$45.73