

**ADDENDUM TO  
THE SEIU, LOCAL 2001, CSEA  
BUILDING MAINTENANCE AGREEMENT**

**Part Time Custodians  
2006 - 2010**





# TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
I. Recognition .....	1
II. Union and Town Security .....	1
III. Management Rights .....	2
IV. Grievance Procedure .....	3
V. Personal Time Off .....	5
VI. Funeral Leave .....	6
VII. Medical Reimbursement Program .....	6
VIII. Life Insurance .....	7
IX. Deferred Compensation Plan .....	7
X. Wages .....	8
XI. Probationary Period .....	9
XII. Longevity .....	9
XIII. Uniforms .....	10
XIV. Working in Higher Classification .....	10
XV. Hours of Work .....	11
XVI. Overtime Compensation .....	11
XVII. Meal Allowance .....	12
XVIII. Rules and Practices .....	12
XIX. Safety and Health .....	13
XX. Union Business Leave .....	13
XXI. Seniority and Layoffs .....	14
XXII. Duration .....	16

## Appendix

A: Agreement Relating to Family Medical Leave Act



## Application of Agreement

This agreement shall apply to all part time Custodian employees of the Town of West Hartford who work part time no more than twenty-five (25) hours per week or up to a maximum of twelve hundred-fifty (1250) hours in a calendar year within provisions of the collective bargaining agreement. It specifically excludes clerical employees, supervisors, professional employees, and part time employees who work less than twenty (20) hours per week on a seasonal basis (i.e., part time employees who do not maintain a continuous employer-employee relationship for a period in excess of 120 days per calendar year).

### **ARTICLE I**

#### Recognition

- 1.0 SEIU Local 2001 CSEA, is recognized as the exclusive representative of all part time Custodian staff for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- 1.1 The term "Employer" shall mean the Town of West Hartford, a municipal employer as defined in the Municipal Employee Relations Act. The term "Union" shall mean SEIU Local 2001, CSEA. The term "Employee" shall mean every hourly rated person employed by the Employer as defined in the Application of Agreement.

### **ARTICLE II**

#### Union and Town Security

- 2.0 The Town agrees that, upon written authorization of any employee in the bargaining unit, as defined in Article I, it will make a monthly deduction from the wages of such employee of an amount authorized by him or her for the purpose of paying Union dues or initiation fees or making deposits in a credit union. Such deduction shall be discontinued only in the event of termination of the employee's services or upon his/her written request. All such requests shall be on forms provided by the Town, and shall be submitted at least thirty (30) calendar days before they are to become effective. No refund will be made to any employee in the event of his/her failure to comply with this provision. All deductions under this Section will be made from the wages payable on the first regular payroll of each month.
- 2.1 All members of the bargaining unit shall, as a condition to continued employment, either become and remain a member of the Union or pay to the Union a service fee equivalent to the amount of union dues, such requirement to become effective thirty (30) days after ratification of this agreement by both parties, or thirty (30) days after

the employee's date of hire in the bargaining unit, whichever occurs later. The Union agrees to indemnify and save harmless the Town for any sums which the Town is required to pay as the result of a claim that the sums of money herein referred to have been illegally deducted, or for any liabilities which may rise from the Town's having complied with or enforced this provision.

- 2.3 The total amount deducted each month in accordance with the provisions of this Article will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which the deductions are made.
- 2.4 The obligation of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Director of Financial Services within ninety (90) calendar days after the date such deductions were or should have been made.
- 2.5 The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage, or any action against the Town by bargaining unit employees who are on duty. The Town agrees that it will not lock out any employees.

### **ARTICLE III**

#### **Management Rights**

- 3.0 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:
- a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
  - b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.

- c) To discontinue processes or operations or to discontinue their performance by employees.
  - d) To select and to determine the number and types of employees required to perform the Town's operations.
  - e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department.
  - f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made in a reasonable manner to the employees affected by them.
  - g) To ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
  - h) To establish contract or sub-contract for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.
  - i) To create job specifications and to revise existing job specifications.
- 3.1 The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceedings, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

## **ARTICLE VI**

### **Grievance Procedure**

- 4.0 No regular part time Custodian employee shall be discharged, reduced in rank or compensation, or suspended without pay or disciplined in any other manner except for just cause. Whenever any employee is so disciplined, the Department Head or his/her designated representative shall present such employee with written reasons for such disciplinary action within five (5) days after such employee is disciplined or notified of his/her discipline, whichever comes sooner. Written warnings or letters of reprimand may not be used against an employee after one (1) year from the date

of issue, and records of disciplinary suspension shall not be used against an employee after five (5) years from the date of issue.

- 4.1 In addition, copies of all written warnings, letters of reprimand, and records of disciplinary suspension shall be mailed to the Union's Field Representative. Upon request of the affected employee, the Town will seek approval of the State of Connecticut Public Records Administrator for the destruction of written warnings or letters of reprimand after one (1) year from the date of issue, and of records of disciplinary suspensions after five (5) years from the date of issue.
- 4.2 A grievance shall mean a complaint by an employee or group of employees or the Union that, as to him, her, them, or it, there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.
- 4.3 Adjustment of all grievances shall be sought as follows, except that grievances over a disciplinary action may, at the discretion of the Union, be started at Step 3 of this Section:

**Step 1:** The aggrieved shall first submit his/her grievance in writing to his/her division manager within ten (10) days after the occurrence giving rise to the grievance, the Contract provisions in questions, and the remedy requested. In the case of grievances filed by the Union, the grievance shall include the names of the affected employees, if such information is available to the Union. If such grievance is not resolved to his/her satisfaction within four (4) days after such submission, then within ten (10) days after the original submission to the division manager, the Union shall submit such grievance to the department head. Within seven (7) days after said department head receives such grievance, he/she or his/her designated representative shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Department Head or his/her designated representative shall give the Union his/her answer to the grievance in writing seven (7) days after hearing such grievance.

**Step 2:** If it is not satisfied with the answer of the Department Head or his/her designated representative to the grievance, the Union within ten (10) days after it receives such answer, may submit such grievance in writing to the Town Manager. Within seven (7) days after said Town Manager receives such grievance, he/she or his/her designated representative shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. The Town Manager or his/her designated representative shall give the Union his/her answer to the grievance in writing within seven (7) days after he/she hears such grievance.

**Step 3:** If either the Town or the Union is not satisfied with the decision of said Town Manager or his/her designated representative on any grievance, either party may within ten (10) days after receipt of such decision, submit such grievance to arbitration. Arbitration shall be by the Connecticut State Board of Mediation and



Arbitration, except in the case of grievances involving discharges, reductions in rank or compensation, and suspensions without pay, which may be submitted to the American Arbitration Association at the option of the Town. If the Town elects to use the American Arbitration Association, it shall bear the cost of the services of that Association. The decision of the Arbitrators shall be final and binding on both parties.

- 4.4 The time limits provided for in 4.3 of this Article may be extended by agreement of the parties. As used throughout this Article, the term "days" refers to calendar days, unless otherwise specified.
- 4.5 Beginning at Step 2, all grievances and answers thereto shall be set forth in writing.
- 4.6 The number of bargaining unit employees who may be released from duty with pay in order to present grievances, under 4.3 of this Article, shall not exceed two (2) at any one time, unless the attendance of additional witnesses is required.
- 4.7 Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself in Steps 1 and 2 of these procedures.
- 4.8 The Union business agent may submit a written request for specific factual information, as related to a disciplinary action case, from the division manager. The division manager will make such requested data available to the business agent.
- 4.9 Failure at any step to appeal shall be considered acceptance of the decision rendered.

## **ARTICLE V**

### **Personal Time Off**

- 5.0 Part time employees who have more than one year of regular service and worked more than 600 hours in the preceding calendar year shall be eligible for an allocation of paid time off. January 1 of each calendar year shall be the date for determining the amount of Personal Time Off (PTO) accumulated. The calculation of PTO shall be based on 6% of actual hours worked in the preceding calendar year. There shall be no carryover of leave time from one calendar year to the next. If an employee has not utilized accumulated PTO by December 31<sup>st</sup> of the calendar year any leave time balance shall revert to the Town.
- 5.1 PTO may be requested for personal illness, vacation, jury duty, personal business that cannot be performed at any other time, and/or holidays.
- 5.2 Employees shall request PTO with as much notice to the Town as possible, but at least two weeks minimum notice, except in emergency situations. In the case of an emergency when an employee is unable to report to work, it shall be the

responsibility of the employee to notify their supervisor, prior to the start of his/her shift. Whenever possible, such notification shall be made by the employee personally, otherwise by a person designated by him/her. The notification shall include the general nature of the absence and an estimated length of the absence. When on an extended leave, the employee shall keep their supervisor informed at least biweekly of their progress and the anticipated date to return to duty.

5.3 The Town reserves the right to request medical certification from a licensed practitioner of medicine or surgery verifying the need for extended absences (greater than five work days). If the supervisor feels an employee has been abusing leave by requesting leave without justification, he/she may require such a certificate for future leave of any duration. In such a case, he/she shall so notify the employee in writing with a copy to the Union, stating in his/her letter the reasons for the requirement.

## ARTICLE VI

### Funeral Leave

6.0 When death occurs in a part time employee's immediate family, a maximum of twelve (12) hours of paid funeral leave may be granted by the Director. For purposes of this provision, "immediate family" shall mean, the employee's mother, father, spouse, child, sister, brother, or domestic partner.

## ARTICLE VII

### Medical Reimbursement Program

7.0 Part time active employees may participate in the Town's Flexible Spending, Medical Reimbursement Program in accordance with IRS, Section 125 Plan. Part time active employees may make pre tax contributions up to \$3,000 per calendar year. The program shall be available to employees in accordance with the following schedule:

Years of Service	Matching Contribution
0 – 6 mos	Pre tax contributions up to \$3,000 per calendar year. No town contribution
>6 mos – 1 yr	Pre tax contributions up to \$3,000 per calendar year. No town contribution
>1 yr – 2 yrs	Town will contribute \$1 for each \$1 the employee contributes to the Medical Reimbursement account, up to \$200 per calendar year. The employee may make further contributions to the Plan that would be unmatched by the Town to a maximum of \$3,000 per calendar year.
>2 yrs – 3 yrs	Town will contribute \$1 for each \$1 the employee contributes to the Medical

	Reimbursement account, up to \$400 per calendar year. The employee may make further contributions to the Plan that would be unmatched by the Town to a maximum of \$3,000 per calendar year.
>3 yrs – 4 yrs	Town will contribute \$1 for each \$1 the employee contributes to the Medical Reimbursement account, up to \$600 per calendar year. The employee may make further contributions to the Plan that would be unmatched by the Town to a maximum of \$3,000 per calendar year.
>4 yrs – 5 yrs	Town will contribute \$1 for each \$1 the employee contributes to the Medical Reimbursement account, up to \$800 per calendar year. The employee may make further contributions to the Plan that would be unmatched by the Town to a maximum of \$3,000 per calendar year.
More than 5 yrs	Town will contribute \$1 for each \$1 the employee contributes to the Medical Reimbursement account, up to \$1,000 per calendar year. The employee may make further contributions to the Plan that would be unmatched by the Town to a maximum of \$3,000 per calendar year.

- 7.1 Eligibility shall be determined based on the actual years of service the employee has as of January 1<sup>st</sup> of a given calendar year.
- 7.2 This is not a COBRA benefit available following an employee's separation from employment with the Town.

## ARTICLE VIII

### Life Insurance

- 8.0 The Town will participate in a group life insurance plan providing a benefit in the amount of \$6,000 for each active part time Custodian and will pay the cost of such insurance for each participating employee.

## ARTICLE IX

### Deferred Compensation Plan

- 9.0 The Town shall establish procedures for enrolling part time members of the bargaining unit in a Section 457 deferred compensation plan. Participation in this plan shall be at the sole discretion of each individual employee, and shall not require any contribution by the Town.

## ARTICLE X

### Wages

- 10.0 Effective July 1, 2006 the following wage range is established reflecting the hourly compensation structure for part time Custodians:

<u>Minimum</u>	<u>Maximum</u>
Min. Wage + \$2.75	Min. Wage + \$6.50
(\$7.40 + \$2.75 = \$10.15)	(\$7.40 + \$6.50 = \$13.90)

Incumbents active March 13, 2007 shall be eligible to receive a 1% adjustment to their base hourly rate of pay effective April 1, 2006 and a subsequent adjustment of 2.5% to their base hourly rate of pay effective July 1, 2006.

- 10.1 The wage range shall be adjusted effective with modifications to the Connecticut Minimum Wage enacted by the state legislature.

At such time as the Connecticut Minimum Wage is adjusted, active part time Custodians shall be eligible to receive the dollar value of the change in the minimum wage. If the minimum wage is adjusted by \$.20 per hour, the employee's hourly rate shall be adjusted by \$.20 per hour.

- 10.2 An employee at the maximum of the wage range for a period of twelve (12) months without any hourly wage adjustment (i.e, merit adjustment or general wage adjustment) nor an adjustment in the Connecticut minimum wage rate, the Town shall grant such employee a wage adjustment equal to 1% of the then existing Connecticut minimum wage rate.
- 10.3 When an employee has satisfactorily completed their probationary period, such employee will be eligible to a salary adjustment equal to 5% of their hourly rate. The adjustment shall be effective the first full payroll period after the employee's eligibility.
- 10.4 An employee shall be eligible for a merit increase recommendation twelve (12) months following merit advancement in the range with a minimum of 2% adjustment for meeting performance expectations, up to the maximum of the salary range. Merit recommendation reflects the maintenance of consistent normal performance standard during the review period. Members of the bargaining unit hired prior to March 13, 2007 shall be assigned a January 1 review date.
- 10.5 Part time Custodians shall not be eligible for shift differential pay.

- 10.6 Effective with the signing of the 2006 – 2010 Agreement, employees shall be required to have their payroll checks deposited directly. Direct deposit of payroll checks shall be a condition of continued employment.

## ARTICLE XI

### Probationary Period

- 11.0 New part time employees shall serve a probationary period of six (6) months, and shall have no seniority rights during this period, but shall be subject to all other provisions of this agreement. The probationary period may be extended by the department director for a period not to exceed an additional six (6) months. The Union shall be notified of any extension at least fifteen days prior to the expiration of the employee's probationary period. All employees who have completed their probationary period shall be part time employees and shall acquire length of service records as of the date of their employment. No appeal is allowable from dismissal during the probationary period.

## ARTICLE XII

### Longevity

- 12.0 After completion of ten (10) years of consecutive and continuous part-time service, working 600 or more hours each year of such service, and after every five (5) years of consecutive and continuous service thereafter, an employee will be awarded a lump sum payment as set forth below, subject to normal payroll deductions:

10 years of service	\$ 500
15 years of service	\$ 700
20 years of service	\$ 900
25 years of service	\$1,100

- 12.1 Payment shall be made within thirty (30) days after the employee's anniversary date of employment for those years of service when such longevity payments are required.

## ARTICLE XIII

### Uniforms

- 13.0 Uniforms and equipment shall be provided by the Town as set forth below and will be returned to the Town if the employee leaves Town service for any reason, except that used protective footwear may be retained by the employee.
- 13.1 The Town shall issue one pair of protective work shoes to part time Custodians which shall be worn by the employee while working. Work shoes shall be replaced as needed if, upon inspection and determination by the Town, the shoes are worn out or damaged. The bid specifications for the protective work shoes shall be limited to shoes with steel toe caps and soles and heels of neoprene, or other manmade material with high resistance to oil, chemicals, water, slipping and abrasion, with good cushioning characteristics. Neoprene crepe, neoprene cork and similar materials are not acceptable.
- 13.2 The Town shall furnish three (3) uniform tee shirts that shall be maintained by the employee to assure a neat and clean appearance and worn by the employee while at work. Tee shirts which are damaged or destroyed will be replaced at the discretion of the division manager or his/her designee.
- 13.3 The Town shall provide other safety equipment necessary for the personal protection of employees performing their job duties, including gloves, as needed. Such items remain the property of the Town.

## ARTICLE XIV

### Working in Higher Classification

- 14.0 If an employee is required to work in a higher classification than his/her regular classification, the employee for each day of such service shall receive the nearest higher rate in the salary range for the higher classification which is at least five percent (5%) above his/her regular hourly rate; but in no event shall he/she receive more than the highest rate in the salary range for the higher classification.
- 14.1 Stripping and waxing of floors/stairways and carpet cleaning with a spin bonnet machine shall be identified as work of the Building Maintenance Technician I position.

## ARTICLE XV

### Hours of Work

- 15.0 The regular work week for part time Custodians shall be less than forty (40) hours per week, with at least two (2) days off in any seven day, Sunday through Saturday, period.
- 15.1 Work in excess of forty (40) hours per week, or over ten (10) hours per day, shall constitute overtime. For purposes of computing overtime in any week, only actual hours worked shall be computed. Hours paid for, but not worked, shall not be computed as hours worked.
- 15.2 Overtime shall be compensated at a rate of 1 ½ times the employee's regular base hourly rate.
- 15.3 Employees may not elect to receive compensatory time in lieu of overtime pay for any overtime hours worked.
- 15.4 The Town may use part time Custodians for scheduled overtime assignments when no other full time Building Maintenance employees are available to work. The schedules of part time Custodians shall not be temporarily changed specifically to eliminate scheduled overtime.
- 15.5 Full time Building Maintenance personnel shall be called for emergency calls unless the need can be resolved by a part time employee on duty. In such cases, the part time Custodian(s) shall perform the work as a continuation of duty. If additional personnel are required to respond to the emergency, full time bargaining unit employees shall be called before additional part time employees are contacted.

## ARTICLE XVI

### Overtime Compensation

- 16.0 Any work performed beyond a regular work day schedule shall be paid at the rate of 1 times the regular hourly rate to forty (40) hours per week and paid at the rate of 1 ½ times the regular hourly rate for all work performed beyond forty (40) hours per week, except that any employee who works more than ten (10) hours in a work day shall be paid at 1 ½ times their regular hourly rate for any hours worked in excess of ten hours in a day.
- 16.1 The calculation of "hours" for the payment of overtime shall include only hours that are actually worked. Paid time off shall not be included as time worked in the calculation of overtime compensation.

- 16.2 Part time Custodians shall not be eligible for compensatory leave time. All time worked shall be in paid compensation.

## **ARTICLE XVII**

### **Meal Allowance**

- 17.0 On regularly scheduled working days, a meal allowance of \$10 shall be provided to any part time Custodian who actually works eleven (11) or more consecutive hours. On any other day, the same meal allowance shall be given to any part time Custodian who actually works four (4) or more hours, and shall be paid again for each additional six (6) hours actually worked thereafter.

## **ARTICLE XVIII**

### **Rules and Practices**

- 18.0 The Town agrees to provide bulletin boards at the various buildings in Town where employees of this unit work, and to permit the Union to utilize them for posting of notices concerning Union business and activities.
- 18.1 Employees shall be granted leave without pay for the following reasons and subject to the following restrictions:
- (1) Jury duty.
  - (2) Any other required appearance before a court or other public body.
  - (3) Participation in short term military training in Federal Reserve or National Guard, not to exceed two (2) weeks in any calendar year.

Employees shall be granted leave with pay for the following reasons and subject to the following restrictions:

- (1) Participation in conferences or official meetings which enhance the employee's value to the Town and approved by the appointing authority.
- (2) Participation in education or training courses which enhance the employee's value to the Town and approved by the appointing authority.

Employees shall be granted leave without pay for the duration of military service and shall be returned to their original position or to one similar in pay and duties upon their separation from such military service in accordance with Federal Regulations.



- 18.2 Employees may be granted other leave without pay at the discretion of the Director with the concurrence of the Director of Employee Services when, in his/her opinion, the Town service would benefit from such leave. Such approval shall be granted only after consideration of the needs of the Town service, the service record of the employee, and the relevancy of the request to the needs of the Town.
- 18.3 Both parties agree to continue their policies of not discriminating against any employee on the basis of race, creed, color, national origin, religion, age, sex, marital status or physical disability.
- 18.4 The Town shall furnish each employee with a copy of each Personnel Action Form pertaining to his/her personnel record, including such actions as are signed by management without his/her own signature.
- 18.5 Employees shall be given a copy of their evaluation form at the time they are required to sign it.

## **ARTICLE XIX**

### **Safety and Health**

- 19.0 The parties agree that reasonable safety standards shall be observed on the job, as required by OSHA or other authorities. The Town shall provide required safety equipment. No employee shall be required to perform any task which constitutes an unreasonable risk to his/her health or safety.
- 19.1 The Town shall provide adequate Workers' Compensation Insurance in accordance with statutory requirements.

## **ARTICLE XX**

### **Union Business Leave**

- 20.0 With the prior approval of the Town, employees designated by the Union to attend conferences, institutes, or seminars sponsored or endorsed by the Union or for the conduct of Union business directly related to the collective bargaining representation of employees shall be granted time off with pay, not to exceed an aggregate of sixteen (16) hours of paid leave per fiscal year to cover scheduled work hours lost as a result of the union business leave.
- 20.1 Written request for such leave shall be submitted by the Union to the Town at least ten (10) calendar days prior to the first day of such requested leave.

- 20.2 Additional leave without pay, not to exceed eight (8) hours per fiscal year may be granted to designated Officers of the Union, as distinguished from his/her service as an employee of the Town, to attend Union-sponsored national conventions.
- 20.3 The Town may deny the request for leave under 20.2 if, in the judgment of the Town, the employee's absence would adversely impact the operations of the Town.
- 20.4 It is agreed that an employee who is granted Union Business Leave with or without pay under this Article is granted such leave as a representative of the Union, therefore, it is agreed that during the period of such leave the Town shall have no greater legal or other obligation to such employee than it would have to an employee absent from duty on authorized leave without pay.

## ARTICLE XXI

### Seniority and Layoffs

- 21.0 Seniority for part time Custodians shall be defined as an employee's length of continuous service since his/her most recent date of hire. Probationary employees shall have no seniority during the period of their probation, but at the expiration of such period they shall immediately accrue seniority from their date of hire.
- 21.1 Separate seniority lists shall be maintained for full time and part time employees.
- 21.2 Part time employees who later are hired as full time Building Maintenance employees shall have their part time hours worked converted into full time equivalents (FTE) for determining seniority in the Building Maintenance bargaining unit only.
- 21.3 In the event of layoffs within a particular classification, employees in that classification shall be laid off in reverse order of seniority. For purposes of this provision only, the Town will convert the total number of hours worked for the Town into full time equivalents by dividing the actual hours worked by 2080 to determine seniority. In lieu of layoff, an affected employee may elect to replace any less senior employee who is the least senior employee in any equivalent or lower job classification for which he/she is qualified, and such replaced employee may exercise the same right. In cases where an employee's qualifications cannot be demonstrated by previous service in a comparable position with the Town an examination will be given. An affected employee has no option but to accept layoff when there is no less senior employee in any equivalent or lower job classification in the department.

- 21.4 Seniority shall be broken only by the following events: Discharge for cause; retirement; resignation; or layoff. Seniority accumulation shall be suspended (but not broken) during suspension or leave of absence without pay.
- 21.5 The Town will provide the Union annually with a seniority list containing names, classifications, pay rate, and dates of hire for all employees in the bargaining unit. Additionally, the Town will notify the Union of changes in said list as they occur. The Union agrees to reimburse the Town for the cost of photo copies and postage when billed by the Town.
- 21.6 Except as otherwise specifically set forth in this Article, the term "layoff" means involuntary separation from employment because of the lack of work, lack of funds, elimination of position, or other legitimate reasons. The term "layoff" shall not include demotion, nor cases where an employee is promoted but does not successfully complete the probationary period for the new classification. Such an employee shall be returned to a position in his/her former classification, if at any time during the probationary period, the town determines he/she is not qualified for the new classification.
- 21.7 For the duration of the 2006 - 2010 collective bargaining agreement, the following provisions shall apply to those part time Custodians who have worked for the town for more than one (1) year and have worked more than 800 hours in the previous calendar year:
- A. As a result of the employer contracting out or reassigning to the Board of Education any of this bargaining unit's present work or services, no bargaining unit employee shall be demoted, be laid off, or suffer any loss in wage rate, as a result of this contracting out or reassigning to the Board of Education.
- B. Not as an attempt to shift work out of the bargaining unit, but rather to have others support this bargaining unit to finish a task in a given time, the parties agree that:
1. The employer may use supervisors and employees from other bargaining units to temporarily supplement and support the work of this bargaining unit provided the use of said supervisors or employees from other bargaining units does not result in the lay off, demotion, or loss of wage rate for members of this bargaining unit; and
  2. The town may use members of this bargaining unit to temporarily supplement and support the work of their own and other bargaining units provided that so doing does not result in demotion, layoff, or loss of wage rate for members of this bargaining unit.
- C. If the Town exercises its option to contract out services which are currently performed by the bargaining unit's custodial services employees, then

the Town agrees to ensure that the contractor's employees are paid at least the private sector prevailing wage for such services as indicated in the Federal Department of Labor's latest wage survey for Hartford County of, if there is a Union which covers the majority of the private sector employees in Hartford County performing the same work as that which is to be contracted out, then the employer agrees to require its contractor(s) to pay an amount in cash benefits which is equivalent to the value of the wages provided in that Agreement. The Town will incorporate these guidelines within any new contract for services currently performed by custodial service employees.

## ARTICLE XXII

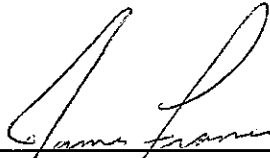
### Duration

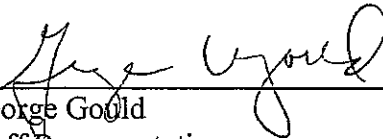
- 23.0 This Agreement contains the full agreement between the parties on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether covered or not covered herein, during the term hereof.
- 23.1 This Contract shall be in full force and effect from April 1, 2006 to June 30, 2010. This Contract shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. Wage increases and other changes which bear an effective date shall be implemented on that date. All other changes shall be implemented as soon as possible after the execution of this agreement.
- 23.2 Between the first day of January and first day of February, 2010, either party may notify the other that it wishes to amend or modify the Contract as of July 1, 2010. Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.
- 23.3 In the event any portion of this Agreement is deemed to be illegal or unenforceable by a court or administrative agency, the rest of the Agreement shall remain in full force and effect and shall be binding upon the parties as though the void or unenforceable provision had been deleted.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 30<sup>th</sup> day of March, 2007.

**TOWN OF WEST HARTFORD**

**SEIU, LOCAL 2001, CSEA**

  
\_\_\_\_\_  
James Francis  
Town Manager

  
\_\_\_\_\_  
George Gould  
Staff Representative

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



**TOWN OF WEST HARTFORD  
FAMILY AND MEDICAL LEAVE POLICY - PART TIME CUSTODIANS**

ISSUES	Personal Serious Health Condition	Birth, Adoption, or Foster Care	Serious Health Condition of Child Parent, or Spouse
Employment Eligibility	Employed at least 12 months <i>and</i> Work at least 1250 hours during the preceding fiscal year.	Same	Same
Effective Date	April 1, 2007	Same	Same
Who Qualifies?	Individual employee.	All circumstances that may fall under the terms "birth or adoption of a child"  Eligibility for leave taken expires 12 months after the event. Leave must be completed by the one year anniversary of the event.	Biological child, adopted child, foster child, legal ward, or a child of a person standing in loco parentis who is under age 18.  A child as defined age 18 or over who is incapable of self care due to mental or physical disability.  A biological parent, legal guardian, or one who raised the employee in the place of parent.  Spouse defined as legal husband or wife.
Serious health condition defined	Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; <i>or</i> continuing treatment by a health care provider.  *[Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days]  Workers' Compensation leave taken shall count toward FMLA leave.  Pregnancy Leave taken shall count toward FMLA leave.	N/A	Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; <i>or</i> continuing treatment by a health care provider.
Intermittent or Reduced Leave	Leave may be intermittent or reduced if medically necessary.	Leave may be intermittent or reduced only if employer agrees.	Leave may be intermittent or reduced if medically necessary.
Ability to Temporarily Transfer to Another position	Yes, if employee is on intermittent or reduced leave to a position of equivalent pay and benefits.	Same	Same
Provisions if Both Spouses Work for the Town	12 weeks leave each for their respective personal serious health condition(s).	12 weeks leave each which may or may not be taken concurrently. <i>However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.</i>	12 weeks leave each which may or may not be taken concurrently. <i>However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.</i>

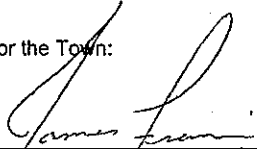
ISSUES	Personal Serious Health Condition	Birth, Adoption, or Foster Care	Serious Health Condition of Child Parent, or Spouse
Restoration to Position	Must be restored to the same position held prior to the leave; or to one that is equivalent in pay benefits, privileges, and other terms and conditions of employment.	Same	Same
Notification	30 days notice when need for leave is foreseeable. Otherwise, notice must be given as soon as practicable.	Same	Same
Medical Certification (Upon Request)	Yes. Certification for illnesses of more than 5 consecutive days should include the date serious health condition began, duration of the condition, applicable medical facts, statement that the employee is unable to perform the functions of his/her job, and medical reasons for the intermittent or reduced leave request (where applicable).	N/A	Yes. Certification for illnesses of more than 5 consecutive days should include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is needed to care for the ill person, an estimate of how long the employee will be needed, and/or medical reasons for the intermittent or reduced leave request. <u>NOTE:</u> The use of Personal Time Off (PTO) shall be in accordance with the collective bargaining agreement.
Second Opinions	Yes. Employers may request and pay for a second opinion from a physician not employed by the employer or used frequently by the employer.  A third opinion may be paid by the employer; the employer and employee must agree on the provider; and the employer must not employ the provider on a regular basis.  Decision of the third opinion is final.	N/A	Yes. Employers may request and pay for a second opinion from a physician not employed by the employer or used frequently by the employer.  A third opinion may be paid by the employer; the employer and employee must agree on the provider; and the employer must not employ the provider on a regular basis.  Decision of the third opinion is final.
Certification For Return to Work	Yes. Certification of fitness for duty is allowed provided it is uniformly applied to all employees taking similar leave.	Same (in cases of birth)	N/A
Relationship to Paid Leave	Employee must utilize PTO, then may request unpaid leave for the duration of the medical leave under the Act.	Same	Same



ISSUES	Personal Serious Health Condition	Birth, Adoption, or Foster Care	Serious Health Condition of Child Parent, or Spouse
Life Insurance	The employee's life insurance coverage will cease on the 1st of the month 30 days after the beginning of any unpaid leave under the Act.	Same	Same
Tax Savings Plan Benefits	Employee contributions to a Medical Reimbursement Account (if any) will be suspended for the duration of any unpaid leave. Expenses incurred prior to the beginning of any unpaid leave may be submitted for reimbursement up to the account balance.	Same	Same
Records and Posting	<p>All requests for Family and Medical Leave should be documented including whether or not the leave was granted and reasons for the denial when that is the case.</p> <p>Family and Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising their rights under FMLA. Employers can't penalize or discipline employees who use the FMLA provisions.</p> <p>The 12-month period for FMLA purposes will coincide with the Town's fiscal year (July 1 - June 30). Each employee shall be allowed a combined total of 12 weeks of Family and Medical Leave per year.</p> <p>Copies of notices to employees may be maintained in personnel files. Medical certification must be maintained in separate files/records and be treated as confidential medical records.</p>		

Except as outlined above, the parties agree that existing contractual benefits will remain in effect in accordance with the collective bargaining agreement.

For the Town:

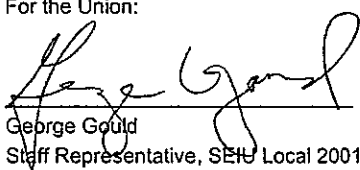



---

James Francis  
Town Manager

3/30/07  
Date

For the Union:




---

George Gould  
Staff Representative, SEIU Local 2001 CSEA

3-30-07  
Date



