

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

**Part Time Custodians
2025-2029**



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A: Guidelines 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 one hundred twenty (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 the Application of Agreement provision, it will make a monthly deduction from the wages of such employee of an amount authorized by the employee for the purpose of paying Union dues, and CSEA PAC or initiation fees or making deposits in a credit union. Such authorization shall include written and electronic authorization under State and Federal Law. Such deduction shall be discontinued only in the event of termination of the employee's services or upon the employee's written request in accordance with the terms of the membership agreement. No refund will be made to any employee in the event of the employee's 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 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.

- 2.2 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 Union. Such remittance shall be made by the last day of the month in which the deductions are made. Such lists shall be in an editable digital file format and include the following information for all employees of the bargaining unit if on file with the employer: full name, employee ID, job title, department, work location, home email address, work email address, home telephone number, home address, date of hire, rate of pay, dues paid during the reporting period and employment status.
- 2.3 The Town shall deduct contributions to the CSEA PAC, or for any other service, program or committee provided or sponsored by the Union, from the wages of those employees who have authorized such a deduction. All such contributions shall be remitted to the Union along with a list, in editable electronic format, of each contributor showing the amount deducted. Deductions and remittances shall be on the same schedule as dues deductions.
- 2.4 The Town shall provide, in an editable digital file format, the following information for any new hire if on file with the Town: Name, employee ID, job title, department, work location, home email address, work email address, home telephone number, work telephone number and the home address. The Town shall provide such information with real time electronic transmission of new hire data. The Town agrees that if the Union provides a template and/or a site for which such data may be submitted the Town will use the format and submission method provided by the Union.
- 2.5 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.
- 2.6 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.
- 2.7 The Town agrees that each newly hired employee shall participate in a mandatory and in-person meeting, as small as one individual, within the first fourteen (14) calendar days from the date of hire during regular working hours and onsite without loss of compensation.

Each newly hired employee, as part of their in-person orientation meeting, shall be required to attend a mandatory thirty (30) minute orientation meeting, conducted by the Union, without loss of compensation, during regular work hours and at the employer's work site. If no orientation is conducted, then the Union will be allowed thirty (30) minutes during the new employee's workday, at a mutually agreed to time and place, to make such a presentation without loss of compensation.

Union designee(s) including, but not limited to, Union representative, Officers, Stewards and members shall conduct the sessions covered under this Article.

The Town shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss of compensation to conduct any sessions, meetings and trainings covered by this Article.

The Town shall be absent from the room during any sessions, meeting and trainings conducted by the Union.

The Union shall have the right to access and use the Town's facilities to conduct orientation sessions and other separate meetings with newly hired employees.

The Town shall provide the Union with at least ten (10) days electronic notice of any orientation meeting, when feasible, and send an electronic list of expected participants at least forty-eight (48) hours in advance of the orientation meeting.

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 IV

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 emailed to the Union's Staff 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 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 their grievance in writing to the Service Response Manager within ten (10) days after the occurrence giving rise to the grievance, the Contract provisions in question, 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 their satisfaction within ten (10) days after such submission, then within ten (10) days after the original submission to the Service Response Manager, the Union shall submit such grievance to the Department Head. Within ten (10) days after said Department Head receives such grievance, the Department Head or their 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 their designated representative shall give the Union their answer to the grievance in writing ten (10) days after hearing such grievance.

Step 2: If it is not satisfied with the answer of the Department Head or their designated representative to the grievance, the Union within ten (10) days after it receives such answer, may submit such grievance in writing to the Director of Human Resources. Within ten (10) days after the Director of Human Resources receives such grievance, the Director or their designated representative shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. The Director of Human Resources or their designated representative shall give the Union their answer to the grievance in writing within ten (10) days after hearing such grievance.

Step 3: If either the Town or the Union is not satisfied with the decision of said Director of Human Resources or their designated representative on any grievance, either party may within ten (10) days after receipt of such decision, submit such grievance in writing to the Town Manager. Within ten (10) days after the Town Manager receives such grievance, the Town Manager shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. The Town Manager shall give the Union their answer to the grievance in writing within ten (10) days after hearing such grievance.

Step 4: If either the Town or the Union are not satisfied with the decision of the Town Manager, within thirty (30) days of receiving the Town Manager's answer

they may file the grievance in writing 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. If the Town chooses to exercise such option, it must do so within two (2) working days after receipt of notice of the Union's intention to proceed to arbitration. The decision of the Arbitrators shall be final and binding on both parties.

- 4.3 The time limits provided for in 4.2 of this Article may be extended by written agreement of the parties. As used throughout this Article, the term "days" refers to calendar days, unless otherwise specified.
- 4.4 The number of bargaining unit employees who may be released from duty with pay in order to present grievances, under 4.2 of this Article, shall not exceed two (2) at any one time, unless the attendance of additional witnesses is required.
- 4.5 Nothing contained herein shall prevent any employee from presenting their own grievance and representing themselves in Steps 1 and 2 of these procedures.
- 4.6 The Union Staff Representative may submit a written request for specific factual information, as related to a disciplinary action case, from the Director of Human Resources. The Director of Human Resources will make such requested data available to the Staff Representative.
- 4.7 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 six hundred (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 six percent (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 31st 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 their shift. Whenever possible, such notification shall be made by the employee personally, otherwise by a person designated by the employee. 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, the supervisor may require such a certificate for future leave of any duration. In such a case, the supervisor shall so notify the employee in writing with a copy to the Union, stating in the 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 Department Head or their designee. For purposes of this provision, "immediate family" shall mean, the employee's mother, father, spouse, child, sister, brother, or domestic partner.

ARTICLE VII

(Intentionally Left Blank)

ARTICLE VIII

Life Insurance

- 8.0 The Town will participate in a group life insurance plan providing a benefit in the amount of six thousand dollars (\$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 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
(ex. \$16.35 + \$2.75 = \$19.10)	(ex. \$16.35 + \$6.50 = \$22.85)

- 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. No employee shall experience a reduction in wages as a result of changes to the minimum wage.

- 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 one percent (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 five percent (5%) of their hourly rate. Merit salary increases will normally be made with the full payroll period that includes the employee's anniversary date of advancement.
- 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 two percent (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 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 Head 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 five (5) years of consecutive and continuous part-time service, working six hundred (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:

5 years of service	\$ 375
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 (1) pair of protective work shoes each year 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 and two (2) sweatshirts 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 Department Head or their designee. All clothing with Town insignia shall be returned to the Town upon the employee's separation from Town employment.
- 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 their 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 their regular hourly rate; but in no event shall the employee 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 (7) 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 one (1) times the regular hourly rate to forty (40) hours per week and paid at the rate of one and one-half (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 one and one-half (1 ½) times their regular hourly rate for any hours worked in excess of ten (10) 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 A meal allowance of ten dollars (\$10) shall be provided to any part time Custodian who actually works eight (8) or more consecutive hours.

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 in accordance with USERRA Guidelines.

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 Department Head.
- (2) Participation in education or training courses which enhance the employee's value to the Town and approved by the Department Head.

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 USERRA Regulations.

- 18.2 Employees may be granted other leave without pay at the discretion of the Department Head with the concurrence of the Director of Human Resources when, in their 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 or any other group status that is covered by Federal and State laws.
- 18.4 The Town shall furnish each employee with a copy of each Personnel Action Form pertaining to their personnel record, including such actions as are signed by management without their 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 their 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 their 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 their 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 two thousand eighty (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 the employee 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.
- 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 their former classification, if at any time during the probationary period, the Town determines the employee is not qualified for the new classification.
- 21.7 For the duration of this 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 eight hundred (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

22.0 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.

22.1 This Contract shall be in full force and effect from July 1, 2025 to June 30, 2029. 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.

22.2 Between the first day of January and first day of February, 2029, either party may notify the other that it wishes to amend or modify the Contract as of July 1, 2029. 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.

22.3 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 _____ day of _____, 2025.

TOWN OF WEST HARTFORD

SEIU, LOCAL 2001, CSEA

Rick Ledwith
Town Manager

Diana Busch
Staff Representative

Witness

Witness

Witness

Witness

ATTACHMENT D

TOWN OF WEST HARTFORD FAMILY AND MEDICAL LEAVE (FMLA) GUIDELINES May 12, 2025					
ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Family Member¹	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
Employment Eligibility	Work at least 1250 hours during 12 months prior to FMLA leave.	Same	Same	Same	Same, however protections under USERRA ² apply to all periods of work absence due to USERRA covered service, and such absences count towards eligibility for FMLA leave.
Maximum Leave	12 weeks/fiscal year	12 weeks/fiscal year	12 weeks/ fiscal year	12 weeks/fiscal year	26 weeks/12-month period ³
Who Qualifies?	Individual Employee	All circumstances that may fall under the birth or adoption of a child ("Event"). Eligibility for leave taken expires 12 months after the Event.	Biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is under age 18 or who is over 18 and incapable of self-care because of a mental or physical disability.	Employee's spouse, son, daughter, or parent who is a military member on active covered duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.	Individual employee who is the spouse, son, daughter, parent or next of kin of the servicemember or covered veteran. Spouse as defined in statute. Biological, adopted or foster child, a stepchild, a legal ward, or a child of a

¹ Family Member under FMLA is defined as a child, spouse or parent.

² The Uniformed Services Employment and Reemployment Rights Act (USERRA) is a federal law that protects the employment rights of service members and veterans.

³ *An eligible employee is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a "single 12-month period".

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			A biological parent, legal guardian or one who raised the employee in place of parent. Spouse as defined in statute.⁴	Spouse as defined in statute. Biological, adopted, foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is of any age.	person standing in loco parentis who is of any age. Next of kin is the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in an order set forth by the regulations. May require reasonable documentation of family relationship.
Serious Health Condition Defined	Illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. ^{5 6}	N/A	Illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. ⁷	N/A	In the case of a current member of the Armed Forces, including a member of the (National Guard or Reserves, means an injury or illness that was incurred by the covered servicemember in the line of duty on active

⁴ For purposes of this definition, spouse refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state.

⁵ Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days.

⁶ Workers' Compensation leave taken shall count toward FMLA leave. Pregnancy leave taken shall count toward FMLA leave.

⁷ Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days.

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					duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran. See CFR 825.127
Qualifying Exigency Defined	N/A	N/A	N/A	Short notice deployment	N/A

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				(seven or less days prior to date of deployment); Parental care to care for a military member's parent incapable of Self-care; Military events and related activities; Child care and school activities; Financial and legal arrangements; Counseling; Rest and recuperation leave (up to 15 days for each rest and recuperation leave period); Post deployment activities (up to 90 days following termination of active-duty status	

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				or other related activities arising out of the military service member's service.	
Intermittent or Reduced Leave	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation.	Leave may be intermittent or reduced. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation.	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation.	Leave may be intermittent or reduced leave schedule basis and consistent with the qualifying exigency. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation.	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation.
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	Same	Same
Provisions if Both Spouses Work for the Town	12 weeks leave each for their respective personal health condition(s).	12 weeks leave each which may or may not be taken concurrently. <i>However, if employees work in same department, then the leave cannot be taken</i>	12 weeks leave each which may or may not be taken concurrently. <i>However, if employees work in same department, then the leave cannot be taken</i>	12 weeks leave each which may or may not be taken concurrently. <i>However, if employees work</i>	12 weeks leave each which may or may not be taken concurrently. <i>However, if employees work in same department, then the leave cannot be taken on the same scheduled work days.</i>

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		<i>on the same scheduled work days.</i>	<i>on the same scheduled work days.</i>	<i>in same department, then the leave cannot be taken on the same scheduled work days.</i>	
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	Same	Same
Notification	30 days' notice when need for leave is foreseeable. Otherwise, notice must be given as soon as practicable.	Same	Same	Same	Same
Medical/Other Certification (Upon Request)	Yes. Certification for illnesses of more than 5 consecutive days. Should include the date serious health condition began, duration of the	N/A	Yes. Certification for illnesses of more than 5 consecutive days. Should include the date the serious health condition began, duration of the	Yes. Certification to support the need for leave requested including a copy of the active-duty orders or other documentation issued	Yes. Certification for illness or injury should include the name, address, and appropriate contact number of the health care provider, the type of

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	condition, applicable medical facts, statement that the employee is unable to perform the functions of their job, and medical reasons for the intermittent or reduced leave request (where applicable).		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.	by the military, plus any document supporting the specific need for leave. For certification of qualifying leave for Rest and Recuperation, a copy of the military member's leave orders setting dates should be provided.	medical practice, the medical specialty, whether the injury or illness was incurred in the line of active duty, approximate date, statement or description of medical facts, a statement that the covered service member will need care for a single continuous period, beginning and ending dates, medical necessity for periodic care, and medical necessity for or other documentation provided under CFR 825.310.
Second and Third Opinions	Yes. An employer who has reason to doubt the validity of a medical certification may require the employee to obtain a second opinion at the employer's expense. If the opinions of the	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	N/A	Yes. Employers may request military caregiver leave certification be completed by a health care provider as defined in CFR 825.125, who are not affiliated with DOD, VA or TRICARE.

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	employee's and the employer's designated health care providers differ, the employer may require the employee to obtain certification from a third health care provider, at the employer's expense. This third opinion shall be final and binding. See CFR 825.307		by the employer; the employer and employee must agree on the provider; and the employer must not employ the provider on a regular basis. This third opinion shall be final and binding.		
Certification for Return to Work	Yes. Certification of fitness for duty is required provided it is uniformly applied to all employees taking similar leave.	Same (in cases of birth)	N/A	N/A	N/A
Relationship to Paid Leave	Employee must utilize accrued sick and or vacation leave, then may request unpaid leave for the duration of the medical leave under the Act.	<u>If employee is birth mother:</u> Accrued sick and/or vacation leave may be used for the period of medical disability. At	<u>NOTE:</u> Employee may request to substitute the use of accrued sick and/or vacation leave in place of unpaid leave.	Employee may request to substitute the use of accrued sick and/or vacation leave in place of unpaid leave. Such request may or may not be granted in accordance with provisions of the	<u>NOTE:</u> Employee may request to substitute the use of accrued sick and/or vacation leave in place of unpaid leave.

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	NOTE: Employee may request to substitute the use of accrued vacation leave in place of unpaid leave.	that point, the employee may request unpaid leave for the remainder of family leave under the Act.		existing collective bargaining agreement.	
Maintenance of Health Benefits during FMLA	The Town will maintain group health coverage for the month in which the unpaid leave commences plus six additional months with the employee paying that portion of the premium provided under Town policy or collective bargaining agreement.	The Town will maintain group health coverage for the duration of the Family and Medical Leave, with the employee paying that portion of the premium provided under Town policy or collective bargaining agreement.	Same as Birth, Adoption, or Foster Care	Same as Birth, Adoption, or Foster Care	Same as Birth, Adoption, or Foster Care
Records and Posting	All requests for Family and Medical Leave should be documented including whether or not the leave was granted and the reasons for the denial when that is the case. Family and Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising their rights under FMLA. Employers cannot penalize or discipline employees who use the FMLA provisions. The 12-month period for FMLA purposes will be fiscal year from the date of request going back 12 months. Each employee shall be allowed a combined total of 12 weeks of Family and Medical Leave per year, except for FMLA leave due to a family member with a serious injury or illness incurred in the line of active military				

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	duty, in which case an employee may be allowed up to 26 weeks in any 12-month period.				