

AGREEMENT
BETWEEN
WILTON BOARD OF EDUCATION
AND
WILTON CUSTODIANS' UNION
LOCAL 1303 OF COUNCIL #4, AFSCME

July 1, 2017 through June 30, 2022

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PREAMBLE

This Agreement is made between the **WILTON BOARD OF EDUCATION** (hereinafter referred to as the “Board”) and **WILTON CUSTODIANS’ UNION, LOCAL 1303 OF COUNCIL #4, AFSCME**, (hereinafter referred to as the “Union”).

The Board and the Union hereby agree that the welfare of the children of Wilton is paramount in the operation of the schools and will be diligently promoted by both parties, and that the good morale of the school staff is necessary to the greatest welfare of the children.

ARTICLE 1 **RECOGNITION**

- 1.1 The Board hereby recognizes the American Federation of State, County and municipal Employees, Local 1303, as the sole and exclusive bargaining representative for all employees in the unit consisting of all custodians, head custodians and maintenance personnel employed by the Board, hereinafter collectively referred to as “Custodians” wherever applicable, with the exception of the night supervisor, and the head custodian at Wilton High School, seasonal, substitute, and temporary employees. (CSBLR Dec. No. 2104-A, 1982).
- 1.2 Members of the bargaining unit defined in Section 1.1 hereof shall hereinafter be referred to as “employee(s).”
- 1.3 “Board of Education” or “Board” as used herein shall mean the Board of Education or its designees or agents.
- 1.4 The “Superintendent of Schools” or “Superintendent”, as used in this Agreement, shall mean the Superintendent or his/her designee.

ARTICLE 2 **UNION SECURITY**

- 2.1 **Dues Checkoff.** Each month, the Board agrees to deduct from each employee who has signed an authorization card union dues or agency fees in the amount designated by an officer of Local 1303. The Board shall promptly remit said deductions each month to the person and place designated by a representative of Council #4, AFSCME, together with a report showing the names and addresses and amount deducted from each employee. The Union will supply the Board with authorization cards.
- 2.2 **Union Security.** Each employee shall, as a condition of continued employment, either (a) join the Union and pay the regular monthly dues uniformly required for Union membership or (b) in lieu thereof, pay a service fee to the union in an amount determined by the Union in accordance with applicable law.

- 2.3 **Hold Harmless.** The Union agrees to indemnify and to hold the Board harmless against any and all claims, damages, suits or other forms of liability that shall or may arise out of or by reason of action taken by the Board for the purposes of complying with the provisions of Sections 2.1 and 2.2.

ARTICLE 3 **WAGES**

- 3.1 **Salary Progression – Starting Rates.** Employees shall receive the wages set forth in Appendix A.
- a) **Placement of New Hires:**
- Employees will be paid at a rate not less than 90% of the applicable rate for the first year of employment and move to one hundred percent (100%) of the job rate for the second year of employment. The Board may, at its discretion, pay higher than this based upon experience, but will not exceed the amount the lowest paid current custodian is on with similar experience.
- b) New hires in or current employees promoted to the head custodian or maintenance classifications shall receive ten (10%) percent less than the applicable job rate during the first year occupying these positions, after which they move to one hundred percent (100%) of the job rate for the second year of employment.
- c) The Board may withhold payment of a salary increase for a period not to exceed one (1) year in the event the employee's work performance is unsatisfactory in the reasonable judgment of the Board. An employee so disciplined shall be placed at the wage level at the conclusion of the withholding period which the employee would have been on had the discipline not occurred.
- 3.2 Any employee required to perform work in a classification higher than his/her regular classification and to perform all the functions of the higher classification for five (5) consecutive work days shall be paid \$1.00 per hour in addition to his regular rate or the rate of the higher classification, whichever is less, retroactive from the commencement of such work. Summer painting shall not be considered work in a higher classification.
- 3.3 The night pay differential for custodians starting work after 2:00 p.m. shall be Eight Hundred (\$800) Dollars per year. Said differential pay will be divided into twenty-six (26) equal payments.

ARTICLE 4 **VACATION**

- 4.1 Each employee shall receive vacation with pay provided they meet the following scheduled years of service.
- | | |
|-----------------------------|---------|
| From 1 year of service | |
| through 5 years of service | 2 weeks |
| From 6 years of service | |
| through 10 years of service | 3 weeks |
| From 11 years of service | |
| through 25 years of service | 4 weeks |
| After 25 years of service | 5 weeks |

Based on the contract year, the employee who begins service July 1, after having completed one (1) year of employment, shall be entitled to two (2) weeks vacation. If employment starts after July 1, or if employment ends before June 30 in any year, vacation time for that year shall be prorated in relation to the amount of time served within the contract year. In any event, no new employee shall be entitled to vacation time until the end of the contract year in which employment begins. To be eligible for accrued vacation upon separation from employment, employees shall provide fourteen (14) calendar days advance written notification.

4.2 **Scheduling.** Employees shall choose their vacations subject to the following:

- a) Vacation shall be scheduled so as to meet the operating requirements of the Board and preference of the employee, as set forth in the guidelines established by the Board, as amended from time to time.
- b) Prior approval of vacation time is required, and vacation requests shall not be denied arbitrarily and capriciously. Employees shall enter their vacation days into the Absence Management System. Employer retains the right to limit the number of employees on vacation at any one time. In such a case, seniority shall be the only criterion for determination of first choice.
- c) Employees will be permitted to carryover up to eight (8) unused vacation days into the subsequent school year, provided that employees may not accrue at any time more than eight (8) carryover days plus their current year's vacation allotment.

ARTICLE 5
HOURS OF WORK AND OVERTIME

The normal work week will consist of forty (40) hours divided into eight (8) hour shifts. This time will be exclusive of the lunch period for the day shift, and inclusive of the meal break (20 minutes) for the night shift.

With respect to custodians, lead and head custodians, such work shall be scheduled between the hours of work as set forth below:

Hours of Work

Wilton High School

5:30am to 2:00pm

7:00am to 3:30pm

8:00am to 4:30pm

9:30am to 6:00pm

3:00pm to 11:00pm

Middlebrook School

6:30am to 3:00pm

7:00am to 3:30pm

3:00pm to 11:00pm

Cider Mill School

6:00am to 2:30pm

7:00am to 3:30pm

3:00pm to 11:00pm

Miller - Driscoll School

6:30am to 3:00pm

9:30am to 6:00pm

3:00pm to 11:00pm

Maintenance

6:30am to 3:00pm

7:00am to 3:30pm

Central Office / Driver

7:30am to 4:00pm

(1 hr. lunch)

(1/2 hour for lunch except where noted)

Plumber-Electrician	7:00 a.m.	3:30 p.m. (1/2 hr. lunch)
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Maintenance	7:00 a.m.	3:30 p.m. (1/2 hr. lunch)
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- 5.1 The schedule of hours to work shall not be permanently changed without at least 2 weeks prior notice to the Union and the affected employees except where the occurrence of an event causing the change is not known to the employer within that time. In such a case, notice shall be given to the affected employees and the Union as soon as possible.

Emergency schedule changes projected to be temporary in nature and of a duration of two weeks or less will be offered first to volunteers. If there are no volunteers, schedule changes can be assigned in reverse seniority in order to meet the cleaning and maintenance needs of the district. These changes can be communicated verbally to an employee by the district or evening supervisor.

Emergency schedule changes projected to be temporary in nature but resulting in a duration of longer than two weeks will be put in writing to the affected employee by the District Supervisor of the Custodial and Maintenance Services Department, in order to meet the cleaning and maintenance needs of the district.

- 5.2 **Overtime.** Overtime work shall be compensated as follows:

- 1) Time and one-half the employee's regular pay, (including any applicable night shift differential if regularly received by such employee) shall be paid to any employee for all work performed:
 - 1) In excess of forty (40) hours in any week;
 - 2) In excess of eight (8) hours in any day;
 - 3) On Saturday as such.

2) Two (2) times employees regular pay (including any applicable night shift differential if regularly received by such employee) shall be paid to any employee for all work performed:

- 1) On Sunday as such;
- 2) On any paid holiday, in addition to the holiday pay.

5.3 Employees must be available for performing a reasonable amount of overtime work, daily or weekly, as part of the duties and responsibilities of an employee's regular job.

All overtime work shall be distributed in a reasonably equal manner to all employees within each school so long as the employee is capable of said work.

If employees within a school are not available for overtime, employees from other schools may perform the overtime work.

5.4 Any employee required to extend his regular work day will receive time and one-half for hours worked. Any full-time employee who is recalled to work for the Board or any Town department at a time not contiguous to his or her shift will be paid a minimum of three (3) hours at time and one-half.

5.5 **Outside Activities.** Any employee who is recalled to work to provide services for an organization not sponsored by the Board or any Town department will be paid a minimum of four (4) hours pay at the applicable overtime rate as set forth in Section 5.3 hereof. Payments shall be made by the Board in the first payroll period following the assignment in accordance with the procedure for paying other types of overtime.

ARTICLE 6

PAID HOLIDAYS

6.1 The paid holidays for members of the bargaining unit shall be as follows:

Independence Day	Christmas
Labor Day	New Year's Day
Rosh Hashanah	Martin Luther King Day
Columbus Day*	President's Day
Veteran's Day	Floater*
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day

* Day to be determined each year by agreement of the parties (including Columbus Day if school is scheduled for that day).

6.2 The above holidays shall be celebrated on the date declared by the state or federal government, or in lieu thereof by the Board of Education, as the official day of celebration and only when school is not in session. If a holiday falls on a day on which school is in session, the employee shall be given another day off at a time mutually agreeable to the Superintendent and the employee.

6.3 In addition to the above, employees who usually work at least a seven hour day shall be entitled to a shortened day on Christmas Eve and New Year's Eve as long as school is not in session and Christmas Eve and/or New Year's Eve fall during the regular work week (Monday

through Friday). In the event that Christmas Eve and/or New Years' Eve fall on a Saturday or Sunday, there shall not be a shortened work day under this Article on the Friday immediately preceding or Monday immediately following Christmas Eve and/or New Years' Eve. The shortened day shall be four (4) hours.

- 6.4 Any day which is designated by a governmental authority as a day of mourning, commemorative, or holiday which results in a closing of the schools, shall be a paid holiday for employees in addition those days specified above.

ARTICLE 7

HEALTH AND SAFETY

- 7.1 Both parties agree to follow the safety rules and regulation set forth in the Occupational Health and Safety Act in the State of Connecticut, better known as Conn. OSHA. The Union may appoint two bargaining unit members to attend monthly meetings of the Safety Committee of the Town of Wilton. The bargaining unit members appointed by the Union shall be appointed for a term of at least one year.

ARTICLE 8

UNIFORMS

- 8.1 The Board agrees to equip each school building with four (4) sets of foul weather gear (jacket with hood or hat and pants) to be worn by employees required to work in inclement weather.
- 8.2 Employees shall be required to wear a uniform shirt while on duty. All current employees have been provided with a minimum of five (5) summer uniform shirts, two (2) winter uniform shirts and one (1) sweatshirt. The Board shall annually provide four (4) replacement shirts, one of which may be a sweatshirt.

Any new employees will be minimum of five (5) summer uniform shirts, two (2) winter uniform shirts and one (1) sweatshirt. Thereafter, the Board shall annually provide four (4) replacement shirts, one of which may be a sweatshirt.

All custodians are required to wear safety shoes (steel toe shoes) and the Board shall provide one pair of shoes annually. The Board will arrange for a vendor to come annually for employees to select such shoes. The employee may elect to purchase his or her own safety shoes and the Board will reimburse up to \$125 per year for the purchase of such shoes. An exception from the safety shoe requirement may be permitted with a doctor's note.

ARTICLE 9

SICK LEAVE

- 9.1 Each employee will accrue sick leave at the rate of 1.25 days per month to a maximum of fifteen (15) days per year. Unused sick leave may be accumulated to a maximum of one hundred forty (140) days.

If a custodian is sick s/he will notify his head custodian as soon as possible before his/her shift starts and enter his/her absence into the Absence Management System.

- 9.2 With regard to any employee who has used three consecutive sick days during the course of a contract year or upon reasonable belief that sick leave is being abused, the Superintendent may request a medical certification signed by the employee's physician documenting an employee's illness or inability to work. In addition, any employee determined by the Superintendent of Schools to be abusing sick leave based upon a pattern of abuse shall not be eligible for overtime assignments for one quarter of the calendar year.
- 9.3 A "sick leave bank" shall be established to provide additional sick leave to employees who have exhausted their sick leave, are ill or injured, and unable to return to work because of a serious health condition as defined by the FMLA.

The sick leave bank shall be administered by the Director of Human Resources and shall be subject to the following guidelines:

- a) To be eligible to participate in the sick bank under a qualifying condition as described above, any employee seeking additional days from the bank must annually contribute at least one (1) sick leave day and up to three (3) sick leave days per year from the employee's sick leave accumulation, which annual sick leave contribution shall be submitted by July 1 each year;
- b) Any employee who has contributed to the sick leave bank and who has exhausted his or her sick leave may apply to the Director of Human Resources for a grant of sick leave from the sick leave bank when continued absence is necessary due to a serious health condition. The number of days granted shall be determined by the Director of Human Resources but shall not exceed sixty (60) days. The Director of Human Resources will make a decision on the employee's application after considering the following: (i) relevant medical information submitted by the employee, including but not limited to, information concerning the anticipated duration of the employee's leave and the serious nature of the employee's illness or injury; (ii) sick leave donation record of the employee; (iii) sick leave record of the employee, including prior applications to the sick leave bank; and (iv) whether the employee is unable to work as a result of a work-related compensable injury. There shall be a strong presumption against granting the applications of employees who have a record of taking extensive intermittent sick leave, sick leave abuse and/or submitting repeated applications to the sick leave bank. No employee shall be eligible for a total accumulation of more than 120 days of sick leave from the sick leave bank.

ARTICLE 10

PERSONAL BUSINESS DAYS

- 10.1 Employees may be absent for a total of up to three (3) days per year with approval by the Supervisor of Buildings and Grounds for pressing personal business with pay. Employees taking personal leave shall enter their absence in the Absence Management System. Personal business days are not designed for the extension of vacation periods or holidays but are designed to accommodate an employee's pressing need to conduct personal business that must be conducted during the working day. Personal business days immediately before or after holidays or vacations will not be granted unless they are requested in writing in advance and approved in writing by the Supervisor of Custodial and Maintenance Services. Unused personal business days will be added to accumulated sick leave.

ARTICLE 11
SERIOUS ILLNESS IN THE IMMEDIATE FAMILY

- 11.1 In the event of serious illness in the immediate family as listed in Article 12, but excluding mother-in-law and father-in-law, an employee shall be entitled to receive up to five (5) days absence with pay.* For other emergencies, approval may be granted by the Office of the Superintendent of Schools.

* Serious illness is when a physician requires the employee's presence at the bedside at home or in the hospital.

ARTICLE 12
BEREAVEMENT

- 12.1 In the event of a death in the immediate family of an employee, such employee shall receive up to five (5) work days absence to attend burial or memorial services with pay from the day of death to the day after burial.

Immediate family means husband, wife, children and any other members of the same household: father, mother, brothers and sisters; grandfather and grandmother; father-in-law and mother-in-law; child of spouse.

In exceptional cases, additional time may be granted by the Superintendent or his/her designee.

- 12.2 If an employee dies while an employee of the Wilton Board of Education, payment will be made to the estate of the employee in an amount equal to the accumulated sick days of said employee's base pay plus accumulated vacation days.

ARTICLE 13
PERFECT ATTENDANCE BONUS AND CEREMONY

- 13.1 Each employee who does not use any sick, personal business, serious illness in the immediate family and bereavement leave days during an entire school year, from July 1 through the following June 30, shall receive a perfect attendance bonus of five hundred dollars (\$500). Each employee who uses less than a total of three (3) sick, personal business, serious illness in the immediate family and bereavement leave days during an entire school year, from July 1 through the following June 30, shall receive an attendance bonus of two hundred and fifty dollars (\$250). The perfect attendance bonus shall be paid in the first pay period of August of each year. Notwithstanding the foregoing, no perfect attendance bonus shall be paid to an employee who is absent from work due to disciplinary reasons, such as suspension, or absent due to an unpaid leave of absence.
- 13.2 The Board or its designee(s) shall also recognize those employees receiving bonuses under this Article at a ceremony. The Director of Human Resources will notify eligible employees of the date and time of the ceremony.

ARTICLE 14

JURY DUTY

- 14.1 Employees shall be entitled to full pay at the current base rate for absences up to sixty (60) work days per year due to jury duty provided that the fee for jury duty and regular pay together does not exceed the employee's regular wage. In order to receive such full pay, the employee must provide to the Director proof of jury duty service. The employee shall give adequate notice of a jury duty call so that an appeal to be excused from jury duty can be made.

ARTICLE 15

SENIORITY, LAYOFF AND RECALL

- 15.1 The length of continuous service with the Public Schools of Wilton will constitute seniority.

All new employees hired after the ratification of this contract on September 11, 2014, shall serve a probationary period of one (1) calendar year and will have access to the grievance procedure except in cases of disciplinary action or dismissal. Upon completion of this probationary period, the seniority of each new employee shall date from the date of hiring

- 15.2 Layoff shall take place in the following order: temporary or substitute employees; part time employees; and full time employees. Layoff shall be by seniority within classification. The least senior employee within the classification in which the reduction is taking place shall be laid off first and shall continue in the inverse order of seniority. Employees shall have the right to displace an employee with less seniority in a lower classification provided that the employee is capable of performing the work required. The Board shall decide, in its reasonable judgment, whether the employee is capable of performing the work required. The employee being displaced in the lower classification shall be selected by the Board of Education, except that such employee must have less seniority than the displacing employee.

- 15.3 Laid off employees shall have recall rights for a period of fifteen (15) months from the date of layoff. Recall shall be in order of seniority within classification. An employee who is recalled shall be notified by certified mail, return receipt requested, and shall be expected to report for duty no more than fifteen (15) days after receipt of such notification or when the position becomes available, whichever occurs last. It shall be the responsibility of the laid off employee to submit the correct address to the Board of Education and to keep such address current.

Recalled employees shall return to the same status they held on the date of layoff in terms of classification, pay rate within classification, vacation and sick leave accumulation, if any, seniority, and all other benefits. However, no benefits shall accrue during the period of layoff. An employee who fails to accept a comparable position shall be removed from the recall list.

ARTICLE 16

PROMOTIONS AND JOB OPPORTUNITIES

- 16.1 **Vacancies.** Bargaining unit job openings will be posted in each school and at the Central Office, and a copy shall be sent to the President of the Union. Said posting will remain in each job site for no less than five (5) days and shall contain a description of the job, the wage rates, the hours and a closing date for application. No later than July 1, 2018, the Board will implement the technology to assure that custodians will receive notification through email of vacancies in bargaining unit positions.

- 16.2 **Vacancies.** The applicant who is most qualified for the position as determined by the Board of Education (or designee) in its reasonable judgment shall be given the position.
- 16.3 Any employee transferred to a position for which s/he applies and which position is outside of his/her classification shall be subject to a forty-five (45) work day working test period.
- 16.4 **Working Test Period.** At any time prior to the conclusion of this test period, the administration may determine, at its sole discretion, that the employee is not appropriate for the new job. In such a case, the employee shall return to his prior classification or any other classification, but in no event shall such employee suffer a loss in wages with respect to his/her prior position.
- 16.5 A vacancy or job opening shall be defined as an opening created by reason of death, retirement, discharge, resignation, or the creation of a new position, or an opening after a transfer or series of transfers.
- 16.6 Substitute employees and employees hired to fill the position of regular employees for periods of sick leave or other extended leaves of absence shall not be considered bargaining unit members; provided, however, that any person regularly used as a substitute for a regular employee during such leaves or other absences as aforesaid, for more than one hundred twenty (120) consecutive days in any year of this Agreement shall be deemed to be an employee under the terms of this Agreement.

ARTICLE 17

MEDICAL AND LIFE INSURANCE

- 17.1 In each year of this Agreement, the Board will pay to the appropriate insurance carriers or administrators, premiums for life insurance and medical insurance as specified below unless a change in said plan is agreed to by the Board and the Association.

The HDHP/HSA Plan

1. Eligible employees may elect to participate in a High Deductible Health Savings Account Plan, with 14% premium contribution (15% effective July 1, 2018, 16% effective July 1, 2019) and deductibles of \$2000/\$4000 with 50% of the deductible paid by the Board in the first payroll in September for the first year of this Agreement. In subsequent years, the Board shall contribute one-half of the Board's contribution in the first payroll in September and one-half of the Board's contribution in the first payroll in January. New employees must open an HSA account with a bank as designated by the Board by December 31 of any year, and all employees must maintain such account to be eligible for the Board's contribution for the year. The HD-HSA plan shall include preventive care at no cost Prescription co-pays will be as set forth below after the deductible is met.
2. The prescription drug plan shall be a formulary plan with a \$10 co-pay for generic drugs, \$30 co-pay for formulary brand drugs and \$40 co-pay for non-formulary brand drugs and a 2 time co-pay feature for mail order drugs at the applicable rate described herein up to a yearly maximum of \$1000/\$2000. The prescription drug plan shall make generic drugs mandatory, subject to exception only when a medical doctor specifies that the drugs should be dispensed in accord with written instructions.

3. The out-of-network feature for the plan shall be based on reimbursement fees of up to 300% of MRC.
 4. During the term of this agreement, employees not eligible for the HDHP without adverse tax consequences (e.g. because the employee is age 65 or older and is enrolled in Medicare) may participate in an HRA plan in accordance with IRS rules.
 5. There shall be an Open Enrollment Period that commences at least thirty (30) days prior to the Board's annual renewal date.
- 17.2 Employees covered under this Agreement who retire at age 62 have the option of continuing their health plan to age 65 at the expense of the employee.
- 17.3 The Board may require each custodian to have an annual physical examination conducted by the Board's doctor. The Board shall pay the full cost of such examination and will provide the necessary form for the doctor to complete. The purpose of the examination is to assist the Board in determining whether the custodian is capable of performing the essential functions of the job.

ARTICLE 18

COMPENSATION

- 18.1 **Worker's Compensation.** Whenever an employee included in this Agreement has lost time and is entitled to receive Worker's Compensation benefits, the employee will be paid the net weekly salary less the amount of weekly Worker's Compensation benefits. The entitlement under this provision shall not exceed one hundred twenty (120) days and such absence shall not be charged to that person's accumulated sick leave.

ARTICLE 19

RETIREMENT AND TERMINATION PAY

- 19.1 As a condition of employment, each employee hired on or before June 30, 2010 will participate in the Town of Wilton Employee Retirement Plan, as amended, December, 1979. The 2001 amendments to the Town of Wilton Employee Retirement Plan will be adopted effective July 1, 2012. Each employee agrees to pay the contribution required by that section of the Plan in which she/he is participating and shall be entitled to the benefits thereof, except that bargaining unit employees participating in the Town of Wilton Employee Retirement Plan may not retire under the terms of the 2001 Amendments to the Plan until after the end of the day on June 30, 2013, or any time thereafter.

Effective July 1, 2010, all new bargaining unit employees shall participate in a defined contribution plan administered by the Board, in lieu of the Town of Wilton Employee Retirement Plan. On the employee's behalf, the Board shall contribute seven percent (7%) of the employee's base pay (excluding overtime, stipends, pay differentials, bonuses, etc.) to such defined contribution plan. The defined contribution plan shall have a five (5) year vesting period.

- 19.2 Employees planning to retire shall notify the Board of their intention to retire no later than January 31st of the calendar year in which they wish to retire. The Board shall have the option to pay the accumulated sick leave on the date of retirement or in the first week of the July

immediately following the effective date of the retirement. In the event the employee fails to so notify the Board by January 31st of the calendar year in which they wish to retire, the Board may defer payment until the first week of the second July following the effective date of the retirement.

- 19.3 Upon retirement, the Board shall pay up to forty (40) days of accumulated sick days as retirement pay. For the purposes of this section, retirement shall be defined as termination from the Board's employ on or after age 62 with any number of years' service with the Board on or after age 55 with at least ten (10) years' service with the Board.

Notwithstanding the above, any employee who retires on or after age sixty-two (62) having completed twenty-five (25) years or more of continuous service shall receive sixty (60%) percent of his/her accumulated sick leave as retirement pay.

ARTICLE 20

DISCHARGE AND DISCIPLINE

- 20.1 Employees shall not be discharged or otherwise disciplined (e.g. written warnings and suspensions without pay) except for just cause. The Board shall notify the employee in writing of disciplinary action, with a copy to the Union President and AFSCME Council 4 representative, within five (5) business days. Employees covered by this Agreement also have the right to request Union representation at any conference with the Board where they reasonably fear for their job security, i.e. that the Board may be considering adverse employment action. These provisions shall not apply to probationary employees. All transfers are subject to the standard noted below in Article 21.

ARTICLE 21

TRANSFERS

- 21.1 The Board may transfer an employee from one work site to another for any reason except that such transfer shall not be arbitrary or capricious. Consistent with Article 5.1, when such a transfer changes the employee's hours of work, the Board shall notify the affected employee two (2) weeks prior to the effective date of the transfer; except that no such advance notice shall be required in cases of emergency.

ARTICLE 22

MISCELLANEOUS WORKING RULES

- 22.1 Whenever an activity warrants the use of movable bleachers and large tables there shall be a minimum of two (2) custodians to handle the set-up work.
- 22.2 Each custodian on the day shift shall receive a lunch in the school cafeteria on the days students are served lunch.
- 22.3 If any provision of this Agreement shall be held or declared to be illegal or of no legal effect, said provision shall be deemed null and void without affecting the obligations of the balance of this Agreement.
- 22.4 At the beginning of each school year or when a contract agreement is reached, the Board shall furnish to each custodian a copy of this Agreement along with a complete notification of his:

- a) Salary
- b) Vacation benefits
- c) Accumulated sick days
- d) Regular work schedule.

A copy of this Agreement will be furnished to each employee. New employees shall be given a copy of this Agreement at the time of hire. Two (2) originally signed copies will be provided to Council #4, and one (1) originally signed copy will be provided to the Union.

- 22.5 Any leave granted under the provisions of this contract or Board policy shall be credited against an employee's entitlement under the Family and Medical Leave Act, provided the employee is requesting such leave for a purpose recognized under the Act.
- 22.6 Negotiation Over Successor Agreement. The Board and the Union agree to negotiate in good faith to secure a successor agreement in accordance with law. The successor agreement so negotiated shall bind and inure to the benefit of the Board and employees covered by this agreement and shall be reduced to writing and signed by the Board and the Union.
- 22.7 Existing Benefits. Benefits currently existing under Board policies and regulations for employees covered by this Agreement remain in effect unless superseded by provisions of this Agreement.
- 22.8 A custodian who is required to use his/her own vehicle in the course of his work shall be compensated when authorized for the use of said vehicle at the current IRS rate per mile for each mile driven and each custodian who is required to use his/her own vehicle to transport equipment, tools or supplies shall be compensated, when authorized, an additional sum at the rate of 10 cents per mile. Any payment in excess of the IRS business mileage rate may be subject to tax withholdings.
- 22.9 When a custodian is absent from work, specific work assignments may have to be modified to accommodate this shorthanded situation.
- 22.10 The Board may annually require each custodian to provide the Board with a copy of his/her valid drivers' license.

ARTICLE 23

GRIEVANCE PROCEDURE

- 23.1 **Purpose.** The purpose of this procedure is to secure an equitable solution to problems which may arise, with the proceedings to be kept as informal and confidential as may be appropriate at any level of the procedure.
- 23.2 **Definitions.**

"Grievance" is defined as a claim made by an employee based upon an alleged misinterpretation or a misapplication of the specific terms of this Agreement.

"Grievant" shall mean one or more than one employee and the Union subject to the conditions set forth in Section 23.9 hereof.

“Appropriate member of the administration” shall mean any administrator to whom the employee is directly responsible and who has responsibilities within the area of the grievance.

“Day” shall mean a work day for the grievant.

- 23.3 **Basic Principles.** An employee may be represented at any level by the Union or a person of his/her own choosing.

The contents, but not the outcome, of all grievance procedures and hearing shall be kept confidential to those who participate, unless the employee and the person or board to whom the grievance is presented for disposition otherwise agree.

Documents, communications, and records having to do with a grievance handled under these procedures shall, if kept, be filed separately from the aggrieved employee’s regular personnel file.

- 23.4 **Time Limits.** Grievances should be handled as rapidly as possible. The number of days allowed for each procedural step represents a maximum, unless the parties to this Agreement agree in writing to extend the allotted time.

If an employee does not file a formal written grievance within twenty (20) working days after the member knows or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. Failure by an aggrieved employee at any level to appeal a grievance to the next level within the allowed time limits shall be deemed acceptance by him/her of the decision rendered.

- 23.5 **Informal Procedure.** An employee shall first discuss a grievance or potential grievance with his/her immediate administrator or principal, directly, with the objective of resolving the grievance informally.

In the event the employee is not satisfied with the disposition of the grievance, he/she may request a joint review of the decision by a representative of the Union, the appropriate member of the administration, and the grievant.

- 23.6 **Formal Procedure.**

Level I – School Principal or Immediate Supervisor

- a) If the grievant is dissatisfied with the outcome of informal procedures, he/she may present the claim as a written grievance to the principal or other appropriate administrator. The claim should be as specified as possible.
- b) The principal or appropriate administrator, shall, within ten (10) days after receipt of the written grievance, render a written decision and the reasons therefore to the grievant.

Level II – Director of Personnel and General Administration

In the event the grievant is not satisfied with the disposition of his/her grievance at Level I, he/she must, within five (5) days after receipt of the decision, or after the last day the decision should have been rendered file his/her grievance with the Director of Personnel and General Administration. Said Director shall meet with the grievant and within ten (10) days after receipt of the written grievance shall render a decision in writing to the grievant.

Level III – Superintendent of Schools

If the grievant is still not satisfied with the disposition of his/her grievance at Level II, he/she must file a written grievance with the Superintendent of Schools within five (5) days. The Superintendent shall meet with the grievant and within fifteen (15) days after receiving the written grievance shall render a decision in writing to the employee.

Level IV – Arbitration or Board of Education

Should the grievance not be resolved to the satisfaction of the grievant at Level III, the grievance may be submitted only to arbitration by the Union if the grievance involves the suspension or involuntary termination of one or more than one employee; or, if the grievance involves any matter, other than suspension or involuntary termination, it may be submitted only to the Board of Education. Submission of grievances to arbitration or the Board of Education must be made within fifteen (15) days after the last day the Level III decision should have been rendered or fifteen (15) days of the receipt of the decision, whichever sooner occurs.

Board of Education

Grievances before the Board of Education may, at the Board's option, be heard by the full Board or a subcommittee thereof consisting of one or more Board members, but in either case, the grievance shall be decided by the full Board. If the grievance is heard by a subcommittee, the subcommittee shall, after full hearing the grievances, present the grievance with or without recommendations, to the full Board who shall decide the grievance. The Union shall be notified and shall be permitted to attend the Board meeting(s) when the subcommittee report is presented, and when it is voted upon, but not when it is discussed. For the purposes of this section, "full Board" is defined as a sufficient number of Board members present to constitute a quorum.

Arbitration

The Union shall first notify the Board that it is appealing a grievance decision to arbitration. Between fourteen (14) and twenty-one (21) calendar days after notifying the Board, the Union shall submit the grievance to arbitration before the Connecticut State Board of Mediation and Arbitration in accordance with its rules and regulations, unless the Board notifies the Union within fourteen (14) days after receiving such notification that it elects to have the grievance heard by the American Arbitration Association, in which case the Board shall pay the full cost of the arbitrator's fees.

23.7 Rendering of Decisions

Decisions rendered at all levels of the formal grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be promptly transmitted to the grievant and the Union. The decision of the arbitrator at Level IV shall be rendered within twenty (20) calendar days of the conclusion of the hearing and shall be final and binding on both parties. The decision of the Board shall be submitted in writing to the grievant within ten (10) calendar days of the full Board's vote on the grievance and shall be final and binding on both parties.

23.8 Costs of Arbitration

Cost of arbitration shall be borne equally by both parties.

23.9 Group Grievances

If, in the judgment of the Union, a grievance affects a group or classification of employees represented by the Union, the President may submit such a grievance in writing to the appropriate administrator. A hearing shall be held within fifteen (15) days of its filing.

No Union grievance shall be heard unless at least one (1) of the aggrieved employees represented by the Union shall request that such a grievance be heard. The grievance procedure shall not apply to disputes among employees represented by the Union.

Article 24

ANNUAL TRAINING OF DIRECT SUPERVISORS

- 24.1 The Board, through its Director of Human Resources or his/her designee, shall annually provide training to Board staff directly supervising bargaining unit members. This training shall address the areas of investigation into employee misconduct and discipline and discharge.
- 24.2 The Union shall semi-annually, or more frequently as needed, notify the Director of Human Resources of the names of all Union officers and stewards on the day and night shifts. A maximum of one (1) Union officer or steward shall be permitted to attend investigatory or Loudermill meetings scheduled by the Board. These meetings will be scheduled approximately thirty (30) minutes prior to the end of the shift of the affected employee except in cases of emergency.
- 24.3 Employees covered by this Agreement shall be given leave of one hour without pay, including travel time, to attend two (2) Union meetings per year during the work day, provided that these semi-annual meetings are scheduled during school vacations (when day and night shift staff are working day shifts) and after consulting with the Director of Human Resources to ensure that there are no operational issues caused by the proposed date and time of the meeting. Employees taking leave from their shift of up to one hour under this provision shall be allowed to make up the time lost due to the leave by returning to work for the amount of time of their leave, provided it shall not exceed one hour

ARTICLE 25

DURATION


- 25.1 This Agreement shall be in full force and effect from July 1, 2017 through June 30, 2022, provided that Article 17 and Appendix A shall be subject to reopener negotiations in accordance with statute for the period commencing July 1, 2020.

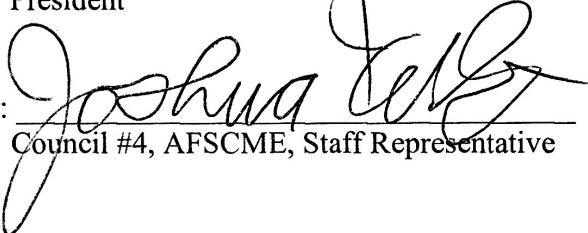
Notwithstanding the foregoing, the Board may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c(b) if the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

WILTON BOARD OF EDUCATION

By: 
Chairperson

WILTON CUSTODIANS UNION, LOCAL 1303
OF COUNCIL #4, AFSCME, AFL-CIO

By: 
President

By: 
Council #4, AFSCME, Staff Representative

**APPENDIX A
WAGE SCHEDULE**

Custodians	90% of Max	Maximum
2017-18 (\$0.25 & 2% GWI)	\$22.73	\$25.25
2018-19 (2% GWI)	\$23.18	\$25.76
2019-20 (2% GWI)	\$23.65	\$26.28
Lead Custodian¹	90% of Max	Maximum
2017-18 (\$0.25 & 2% GWI)	\$25.70	\$28.56
2018-19 (2% GWI)	\$26.22	\$29.13
2019-20 (2% GWI)	\$26.74	\$29.71
Head Custodian		
2017-18 (\$0.25 & 2% GWI)	\$26.91	\$29.90
2018-19 (2% GWI)	\$27.45	\$30.50
2019-20 (2% GWI)	\$28.00	\$31.11
Maintenance		
2017-18 (\$0.25 & 2% GWI)	\$27.91	\$31.01
2018-19 (2% GWI)	\$28.47	\$31.63
2019-20 (2% GWI)	\$29.03	\$32.26

ALL POSITIONS	90% of Max	Maximum
2020-21	Reopener	
2021-22	Reopener	

¹ The Lead Custodian position has been eliminated by the Board. This position will cease to exist in the salary schedule when the employee currently in the position of Lead Custodian ceases to be employed by the Board.

MEMORANDUM OF AGREEMENT

In the recently-concluded negotiations, the Wilton Board of Education and the Wilton Custodian's Union agreed as follows:

1. The Board will schedule a meeting between the union leadership and the Administration to have further discussion of the following topics:

Night custodian staffing

Custodian supplies

Email alert when school is cancelled

Checklist for duties for those who have an assigned area

Training for new hires (particular on physical areas and expectations)

Maintenance requests in writing

Safety shoes

Overtime assignments under Section 5.3 of the contract including whether overtime should be limited to emergency circumstances, and the Union concern over assignment of overtime to unit members who do not want the overtime even though other unit members would be interested in working the overtime.

2. The Board notes the current practice that children of unit members have to date been permitted to attend the Wilton Public Schools at no cost. Children of unit members hired on or after July 1, 2017 shall be permitted to attend the Wilton Public Schools upon payment of thirty percent (30%) of the applicable tuition rate.

WILTON BOARD OF EDUCATION

By: 

Chairperson

Date: 9/19/17

WILTON CUSTODIANS UNION, LOCAL 1303 OF COUNCIL #4, AFSCME, AFL-CIO

By: 

President

Date: 9/19/17

By: 

Council #4, AFSCME, Staff Representative

Date: 9/19/17