

# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

**Wilton Board of Education**

*and the*



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
LOCAL 424  
WILTON BOE SECRETARIES, CLERKS AND AIDES  
UNIT  
July 1, 2017 to June 30, 2021**

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## **PREAMBLE**

This Agreement is made and entered into by and between the Wilton Board of Education (hereinafter referred to as the "Board") and the United Public Service Employees Union, Wilton Board of Education Secretaries, Clerks and Aides Unit, (hereinafter referred to as the "Union" or "UPSEU").

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 I RECOGNITION**

1.1 The Board recognizes the United Public Service Employees Union, as the exclusive bargaining representative for all employees of the Board who regularly work twenty (20) hours or more per week and are engaged in secretarial, clerical, campus supervisory, or paraprofessional work in the public school system of the Town of Wilton, for the purposes of and with all of the rights and privileges as provided by Sections 7-467, *et seq.*, of the Connecticut General Statutes, as amended, and in accordance with Decision No. 4723 of the Connecticut State Board of Labor Relations issued March 26, 2014.

Because of the confidential nature of their work, it is understood that employees filling the following job titles are not members of the bargaining unit represented by the Union:

1. Administrative Assistant to the Superintendent of Schools;
2. Administrative Assistant to the Director of Human Resources/General Administration;
3. Administrative Assistant to the Director of Financial Planning and Operations;
4. Payroll Bookkeeper.

1.2 Members of the bargaining unit defined in Section 1.1 hereof shall hereinafter be referred to as "employee(s)."

1.3 The Board of Education shall mean the Board or its designees or agents. Except with respect to Article 22, Grievance Procedure, the Superintendent of Schools shall mean his or her designees or agents.

## **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 UPSEU. The Board shall promptly remit said deductions each month to the person and place designated by a representative of UPSEU, 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 - Effective thirty (30) days following the date of this Agreement, each employee and each new 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 52-week employees shall be paid every other Friday. 183 - 185-day employees shall be paid every other Friday through the school year, beginning with the second Friday after the commencement of the school year. The Union and the Board respectfully refer employees to Appendix A-2, Hours of Work Chart, for more specific information concerning employee work hours. To ensure that employees are paid for time worked (including any overtime), employees shall be paid for hours worked during the previous two-week period. Delayed openings or early dismissals shall be considered as paid time but shall not be factored into the calculation of overtime hours. There shall be no paychecks based on projected hours of work. All employees shall be paid by direct deposit.

12-month employees will be paid for hours worked during the previous two-week period. 12-month employees will not be paid based on projected days/hours of work.

All 10-month employees will be paid in 22 equal paychecks during the 10-month work year. This will be accomplished by applying a proportionate reduction in the hourly rate of 10-month employees. (Ex: A 10-month employee paid at the rate of \$23.58 per hour has an annualized salary of \$30,371 per year. Applying the 22 equal paycheck process, the 10-month employee's adjusted wage rate will be reduced to \$19.7215 per hour. The 10-month employee would be paid \$1380.51 for each of 22 equal pay periods.)

Overtime pay, if any, shall be based on the wage rates set forth in Appendix A of this Agreement. This provision shall not change the parties' agreement that 10-month employees are not entitled to compensation from the Board for holidays, school vacations and school cancellations. This provision shall not apply if it violates state or federal law.

- 3.2 The payment schedule may be adjusted in July or September to coordinate payment dates with other bargaining units. The payment schedule shall be distributed with the last

paycheck in June.

- 3.3 Starting Rates. A promoted or demoted employee shall be placed at a salary level in his/her new classification that reflects his/her knowledge, skills, and experience for the new position. No employee who receives a promotion will be placed at a salary with an hourly rate lower than the position the employee is leaving.

New employees with prior experience comparable and relevant to bargaining unit work, may be credited with all or a portion of their prior experience and will be placed appropriately within the salary range for their position, recognizing experience and service of current employees with similar Wilton experience.

- 3.4 Temporary Work at Higher Classification. Any employee who is required to perform work which is classified in a higher job cluster for a period of ten (10) or more continuous days of work shall be paid from the first day of said work at a level in the higher job cluster commensurate with the pay of others in the same or similar positions provided that the employee is performing all the required functions of the higher classification.

- 3.5 Hourly Wage Rates. Employees shall be paid in accordance with Appendix A-1 attached hereto and made a part hereof.

## **ARTICLE 4 VACATION**

- 4.1 52-Week Employees Only

Two weeks paid vacation having worked 6 months\* through 3 years.

Three weeks paid vacation having worked 3 years through 5 years.

Four weeks paid vacation after 5 years of employment

\*Based on the contract year, the employee who begins service July 1st shall, after having completed 6 months of employment, be entitled to 2 weeks' vacation, the vacation period to be mutually agreed upon by the employee and the building administrator. If employment starts after July 1st, the vacation shall be prorated in relation to the amount of time served within the contract year after 6 months have elapsed.

Vacation time must be used in the school year in which it was earned (for example, vacation time earned during the 2017-2018 school year must be used by June 30, 2018), and for a partial year of employment vacation entitlement will be prorated. Employees will be permitted to carryover up to eight (8) unused vacation days into the subsequent school year with prior notification to the Superintendent of Schools. Employees will not be permitted to have more than eight (8) carryover days of vacation at any time. In the event that an employee carries over vacation days, the vacation days carried over into the

subsequent school year will not be paid to the employee in the event of his or her termination from employment.

- 4.2 All terminating employees shall receive their unused prorated vacation time earned during the last year of employment in a lump sum cash payment.
- 4.3 When a ten-month employee accepts employment in a 52-week position, the employee shall be credited with prorated 52-week service for vacation purposes (e.g., 10 years X 10 months per year = 100 months/12 = 8.33 years).

## **ARTICLE 5 HOURS OF WORK**

- 5.1 The workday for full-time employees covered by this Agreement will consist of seven hours per day (this does not include lunch) - 35 hours a week. Notwithstanding this provision, the Board may require employees in the positions of School Secretary, Executive Secretary, High School Registrar, Administrative Assistant, or Bookkeeper to work up to thirty-seven and one-half (37 1/2) hours per week during the teacher work year. Further, notwithstanding the terms of this Agreement, the Board, at its discretion, may require an employee in Job Cluster B to work up to seven and one-half (7 1/2) hours per day and one hundred eighty-five (185) days per year. In the event an employee in Job Cluster B is regularly required to work seven and one-half (7 1/2) hours per day, he or she shall not be eligible for overtime compensation under Section 5.3 until he or she works thirty-seven and one-half (37 1/2) hours per week.
- 5.2 The actual hourly schedule will be established by the Building Administrator and will consist of not less than thirty (30) minutes for lunch in addition to the seven-hour or seven and one-half hour workday. The schedule of hours of work shall not be changed without at least two (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.

### 5.3 Overtime

Overtime work shall be compensated as follows:

- 1. Time and one-half the employee's regular pay shall be paid to any employee for all work performed:
  - a. In excess of thirty-five (35) hours, excluding personal, sick, vacation or other leave, in any week; provided however, employees in the positions of School Secretary, Executive Secretary, High School Registrar, Administrative Assistant, or Book-keeper if regularly assigned to work beyond thirty-five (35) hours per week shall not receive overtime until after thirty-seven and one-half (37 ½) hours per week.

- b. On Saturday as such;
2. Two (2) times employee's regular pay shall be paid to any employee for all work performed:
  - a. On Sunday as such;
  - b. On any paid holiday, in addition to the holiday pay.
3. Any full time employee who is recalled to work, on an unscheduled basis, at a time not contiguous to his or her shift will be paid a three (3) hour minimum.
4. The provisions above do not apply to work for which there is an established stipend (*e.g.*, athletic events, dances), provided that the employee receives no less than his/her hourly rate.

#### 5.4 Scheduling Overtime

**Paraprofessionals:** From time to time, the Board may offer overtime assignments to its paraprofessionals. Overtime assignments for paraprofessionals generally relate to the provision of student support services beyond the regular school day (ex: supporting a student in an extracurricular activity). The parties recognize that such assignments are time-sensitive. The district will assign paraprofessionals to individual assignments based on the district's needs and the employees' skills and experience. In filling such assignments, the Board shall start by offering such overtime assignment to the paraprofessional who works directly with the student, and if such paraprofessional declines the overtime assignment, the Board shall publicize the assignment both internally to other bargaining unit members at the school in question and externally, and following such posting, the Board shall select the best candidate promptly in light of the student's needs. The Board may require overtime work if no paraprofessional who possesses the requisite skills and/or experience applies or is available for such work. Paraprofessionals will be compensated for overtime work as set forth in Article 5.3.

**Campus Supervisors:** The Board may require overtime of such employees as needed. The district will make such assignments based on the district's needs and the employees' skills and experience. Employees will be compensated in accordance with Article 5.3.

**52 -week employees:** The Board may require overtime of such employees as needed. Any overtime will be approved in writing in advance by the employee's supervisor.

**ARTICLE 6  
WORK YEAR**

6.1 183 - 185-Day Employees

The principal or his/her designee, at each school or building, will notify employees of their assignments for the following year by June 30 of each year. This notification will include (1) work year, eight days of which can be scheduled immediately prior to the beginning or subsequent to the end of the student school year, (2) hours of work, and (3) assignment if known at the time of notification. An employee's request to alter such schedule shall not be unreasonably denied.

In certain circumstances, as student or district needs require, an employee's assignment may change over the summer months and/or during the school year. Any affected employee will be notified by mail as early as possible when such a change is required.

6.2 52- Week Employees

The work year for 52-week employees shall be the fiscal year, July 1 through June 30.

**ARTICLE 7  
PAID HOLIDAYS**

7.1 Paid holidays for fifty-two (52) week employees only shall be as follows:

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

\* Employees will receive a paid holiday for Rosh Hashanah and/or Yom Kippur only if the holiday falls on a regularly scheduled workday.

\*\* Employees will receive a floating holiday if school is scheduled on Columbus Day.

\*\*\* The Veterans' Day and Lincoln's Birthday holidays will typically be scheduled during the summer months when school is not in session.

Except as set forth above, 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 fifty-two



week employee shall be given another day off at a time mutually agreeable to the Superintendent or his/her designee and the employee.

- 7.2 In addition to the above, employees who work at least a 7 or 7-1/2 hour day shall be entitled to a shortened day of three and one-half hours on December 24<sup>th</sup> and 31<sup>st</sup> (if work days) as long as school is not in session. No lunch will be taken on these days.
- 7.3 Any day which is designated by a governmental authority as a day of mourning, commemorative day, or holiday, which results in a closing of schools, shall be a paid holiday for 52-week employees in addition to those days specified above.
- 7.4 On the day before Thanksgiving when early dismissal takes place, all employees covered by this Agreement may leave two hours earlier than usual with pay. No lunch will be taken on these days.
- 7.5 When the Christmas holiday break begins on a shortened school day, 183-185-day employees are permitted to leave thirty (30) minutes after the students are dismissed, provided bus and student coverage will be undertaken as needed. No lunch will be taken on these days.
- 7.6 Any employee who takes a paid personal or vacation day on a day designated by this Article as an early release day will be charged for a full personal or vacation day.

## **ARTICLE 8 EMERGENCY CLOSINGS**

- 8.1 All 52-week employees covered by this agreement are to make every reasonable effort to report to their buildings to work when school has been canceled. If reasonable effort has been made and the employee is unable to report to work, the employee may apply for an excuse of absence from the Superintendent or his/her designee. The Superintendent shall not unreasonably deny an excuse of absence, provided, however, that such absence shall be charged to the employee's personal leave or vacation leave entitlement unless the employee makes up the time missed within the same pay period in which the absence occurs provided that the timing of the pay period would allow the employee to make up the absence in accordance with applicable laws.

All other employees covered by this agreement are not expected to report to their buildings when school has been canceled.

- 8.2 Delayed Openings

For the safety of all employees covered by the terms of this Agreement, in the event of a delayed opening employees will report to their buildings at the appropriate time, in accordance with the schools' adjusted hours for that day.

### 8.3 Early Closing

In the event of an emergency which results in an early closing, all 183 - 185-day employees shall remain on the job until all students attending school in their building have boarded the buses and the buses have departed the school site. All other employees covered by this agreement may be dismissed early by the Superintendent or his/her designee. Notwithstanding this provision, in cases of extreme emergency, the Superintendent may require any of the affected employees to remain on the job until the emergency is resolved or the end of the work day.

### 8.4. Notification of Emergency Closings, Delayed Openings and Early Closings

The District provides telephone and email notice of emergency closings, delays or early dismissals through electronic means (currently School Messenger service). Other forms of notification (TV, radio) are not as timely or accurate. For this reason, employees must enroll in the notification system to ensure receipt of such notifications. Employees are also responsible for updating their contact information in the event of changes to ensure the proper receipt of such notifications.

## **ARTICLE 9 SICK LEAVE**

9.1 Fifty-two week employees covered by this Agreement will accrue sick leave at the rate of 1.25 days per month to a maximum of 15 days per year. Unused sick leave may be accrued to a maximum of 185 days, provided that an employee who retires on or after age 62 with any years of service with the Board or on or after age 55 with at least ten (10) years of service with the Board shall be entitled to no more than forty (40) days of accumulated sick days as retirement pay and further provided that an employee who retires on or after age 62 with 25 or more years of continuous service shall be entitled to receive sixty percent (60%) of a maximum of 135 accumulated sick days, or no more than eighty-one (81) sick days, as retirement pay.

9.2 For purposes of this article, other than 52-week employees will be called 10-month employees and will accrue sick leave at the rate of 1.25 days per month to a maximum of 12.5 days per year. Unused sick leave may be accumulated to a maximum of 185 days, provided that an employee who retires on or after age 62 with any years of service with the Board or on or after age 55 with at least ten (10) years of service with the Board shall be entitled to no more than forty (40) days of accumulated sick days as retirement pay and further provided that an employee who retires on or after age 62 with 25 or more years of continuous service shall be entitled to receive sixty percent (60%) of a maximum of 130 accumulated sick days, or no more than seventy-eight (78) sick days, as retirement pay. A unit member may use sick days in ½ day increments.

9.3 A “sick leave bank” shall be established to provide additional paid sick leave to employees who have exhausted their sick leave, are ill or injured, and unable to return to work. The sick leave bank shall be administered by a committee of the Union established

by the Union for that purpose and shall be subject to the following guidelines:

- 9.3.1 Any employee may donate up to three (3) sick leave days per year from the employee's sick leave accumulation. Effective July 1, 2018, a unit member who desires to participate in the sick bank shall donate one (1) day to the sick bank. Newly-hired employees may donate one (1) day upon employment if he/she wishes to participate in the sick bank.
- 9.3.2 Any employee who has donated a day to the sick bank as described above (and who remains eligible in accordance with Section 9.3.5 below) who has exhausted his or her sick leave may apply to the Union sick leave committee for a grant of sick leave from the sick leave bank. The number of days granted shall be determined by the Committee but shall not exceed sixty (60) days in any 365 day period. No employee shall be eligible for a total accumulation of more than 120 days of sick leave from the sick leave bank.
- 9.3.3 In making a determination as to whether or how much sick leave shall be granted, the Committee shall consider, among other things: (1) the sick leave donation record of the employee; (2) the sick leave record of the employee; and (3) whether the employee is unable to work as a result of a work related compensable injury. Preference shall be given to illness or non-work related injuries. An employee applying for sick leave must present a physician's certificate to substantiate the need for this sick leave.
- 9.3.4 In no case may an employee receive a sick leave donation which would provide the employee with compensation which would exceed the employee's regular salary when combined with workers' compensation or other illness or disability compensation which the employee may be receiving.
- 9.3.5 The total number of days which may be accumulated in the sick leave bank shall not exceed 250, except as provided below. If and when the total number of days remaining in the sick bank falls below 100 days, all unit members will be notified of the need to donate days to the bank. Those employees wishing to begin participating in the sick bank or to continue participation in the bank shall donate one day to remain eligible for the sick bank benefit. Should such donations bring the total number of days in the bank above 250, those days shall temporarily increase the limit on the number of days.
- 9.3.6 Days from the sick leave bank may not be granted to employees who are permanently unable to return to work or who are not able to return to work within the reasonably foreseeable future.
- 9.3.7 The terms and conditions of this section are not subject to the grievance procedure contained in this agreement.

- 9.4 Employees shall be allowed to use up to three days of sick leave (excluding sick bank leaves) to attend to an ill family member living in the employee's household, notwithstanding the provisions of Article 11.
- 9.5 At the commencement of and during the course of an extended absence for medical reasons, the Superintendent of Schools or his/her designee may periodically require an employee to provide a statement from his/her physician indicating the anticipated date the employee will return to work and either the nature of the illness or the disability or the fitness of the employee to return to work. The Superintendent may require the employee to undergo an examination by a Board-appointed physician at Board expense to verify this information.

## **ARTICLE 10 PERSONAL DAYS**

- 10.1 Employees covered by this agreement may be absent for a total of three personal business days per year, without loss of pay, for pressing personal business that cannot be conducted outside the work day and/or religious observance not already scheduled in the district school calendar. Prior approval from the Office of the Director of Human Resources for each day shall be requested on forms provided by that office.

Employees are expected timely to submit to their designated building administrator the approval request form for personal leave. Employees are generally expected to submit such requests at least five (5) school days in advance of the requested leave although the timeliness of each personal leave request shall be determined by the unique facts and circumstances of each request. Administrators are generally expected tentatively to grant or deny the requested leave within two school days of receipt of the same, subject to final approval from the Director of Human Resources who shall review the leave request to ensure compliance with the parties' collective bargaining agreement.

The Board, through its Director of Human Resources or his/her designee, shall provide training to building administrators directly responsible for the processing of personal leave request forms. This training shall address, among other things, the timely processing of leave request forms and sensitivity to the nature and/or extent of information that can be requested in connection with personal leave requests.”

- 10.2 Absence immediately before or after a vacation or holiday or absence on consecutive days shall not be granted except in extraordinary circumstances and with the written approval of the Superintendent or his/her designee in advance.
- 10.3 Unused personal days are to be added to accumulated sick leave at the end of the year.
- 10.4 Members of a religious faith may apply to the Superintendent of Schools or his or her designee for personal leave required for religious observances that cannot be performed outside of school hours and where observance is customary both for the individual and

his or her religious faith. Religious leave granted under this Section shall be deducted from personal leave. The Board will allow an employee requesting such religious leave to convert an accrued but unused sick day to a personal leave day in the unlikely event that the employee has used all of his or her available personal leave.

**ARTICLE 11  
SERIOUS ILLNESS IN THE IMMEDIATE FAMILY**

- 11.1 In the event of critical illness in the immediate family as listed in Article 12, but excluding sister-in-law, brother-in-law, mother-in-law, and father-in-law, an employee shall be entitled to receive up to five (5) days absence with pay.\* Notwithstanding any past practice to the contrary, critical family illness shall normally be defined as a situation in which the family member is seriously ill to the extent that life is in peril. These days shall be charged against an employee's accumulated sick leave, and a doctor's note for these days shall be provided by the employee when requested. For other emergencies approval may be granted by the Office of the Superintendent of Schools.

\*Critical illness is when a physician requires the employee's presence at the bedside at home or in the hospital due to the life-threatening medical needs of the member of the immediate family.

**ARTICLE 12  
BEREAVEMENT LEAVE**

- 12.1 In the event of death in the immediate family, employees covered by this Agreement shall be entitled to receive five (5) days absence with pay. Immediate family means spouse, children, parents, siblings, grandchildren, grandparents, step-parents, step-children, parents-in-law, son/daughter in-law, siblings-in-law, and members of the same household. In exceptional cases, additional time may be granted by the Office of the Superintendent of Schools.

**ARTICLE 13  
SENIORITY, LAYOFF AND RECALL**

- 13.1 Upon the ratification of the 2017-2021 collective bargaining agreement, the length of continuous service with the Public Schools of Wilton as a member of the bargaining unit will constitute seniority.
- 13.2 All new employees shall serve an orientation period of employment of one hundred twenty (120) calendar days and will have access to the grievance procedure except in cases of disciplinary action or dismissal. Upon completion of this orientation period, the seniority of each new employee shall date from the date of hiring.

13.3 Layoff shall take place in the following order: temporary or substitute employees shall be laid off first. 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 within their group as set forth in Section 13.5 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 on the basis of seniority unless there is a just cause to deviate from seniority, except that such employee must have less seniority than the displacing employee.

13.4 Laid off employees shall have recall rights for a period of fifteen (15) months from the date of layoff. Recall shall be in the reverse order of the above (13.3). 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. 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 of the available position, sick leave accumulation, if any, seniority, vacation and all other benefits if applicable. However, no benefits shall accrue during the period of layoff.

An employee who fails to accept a comparable position within his/her group shall be removed from the recall list.

13.5 Groups shall be as follows:

Group 1

Administrative Assistant  
Executive secretary  
Secretary  
Registrar  
General Accountant  
College and Career Resource Center Assistant

Group 2

Library Assistant  
Lab Technician  
AV Assistant

Group 3

Paraprofessional  
Special Ed Paraprofessional

Group 4

Receptionist  
Campus Supervisor  
General Clerical Aide

**ARTICLE 14**  
**PROMOTIONS AND JOB OPPORTUNITIES**

- 14.1 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, full-time equivalent (F. T .E.) and a closing date for application.
- 14.2 The applicant who is most qualified for the position as determined by the Board (or its designee) in its reasonable judgment shall be given the position. The Board will notify any applicant who is not selected for the position that the position has been filled.
- 14.3 Any employee transferred to a position for which he/she applies and which position is outside of his/her classification shall be subject to a forty-five (45) work day working test period.
- 14.4 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/her 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.
- 14.5 A vacancy or job opening shall be defined as an opening created by reason of death, retirement, discharge, resignation, or the creation of an additional bargaining unit position, or an opening as a result of a transfer or series of transfers.
- 14.6 Summer Work - All summer program non-certified bargaining unit positions will be posted online (BOE website), no later than March 1<sup>st</sup> of each year, or as soon as practical, for the information of those wishing to apply for the summer job opportunities. Applications for positions shall be due no later than April 1<sup>st</sup> of each year. If the summer job available is an extension of an existing job, the employee performing that work during the school year will be given the opportunity to accept the summer extension. In the event that more than one employee performs the job during the school year and more than one employee performing the job seeks the summer work extension, the Board shall consider each employee's skills, experience and overall job performance (including evaluations, attendance, and tardiness) during the current school year in offering the summer work assignment to one of these employees. The Board, from time to time, may wish to have paraprofessionals work with student with whom they have not previously worked. The parties agree that the Board has the right to make such assignment during summer school. Should the employee offered the job elect to continue into the summer, he/she shall do so at his/her regular salary. In no case shall summer work be offered to anyone other than employees until all employees qualified for such work who desire work have been given work, provided that the qualified employees have timely complied with the application process described herein. If an assignment is not able to be implemented due to student absences and/or changes in placement, employees may opt out of the program or go into a pool of substitutes for the ESY (summer school) program. Employees must be able to fulfill the full summer assignment (daily hours and days per week for the duration of assignment) to be eligible for appointment to the position.

- 14.7 Non-certified employees are expected to provide classroom coverage for teachers only in cases of emergency. Paraprofessionals shall not be assigned as substitute teachers for all or any part of the day except in cases of emergency. Campus supervisors shall not be assigned to cover any scheduled classes normally supervised by certified staff except in cases of emergency.

## **ARTICLE 15 MEDICAL AND LIFE INSURANCE**

- 15.1 The Board shall provide life insurance, medical and dental benefits for those who apply for such insurance as more particularly described below. The Board may change carriers or change to a fully insured plan during the term of this Agreement provided that substituted coverage is substantially equal to the present insurance package.

In each year of this Agreement, the Board will pay to the appropriate carriers the premiums for the life insurance and health benefits program as set forth below.

### **A. HEALTH INSURANCE**

- a. Employees (at least .6 FTE) may elect to participate in a High Deductible Health Savings Account Plan, with preventive care at no cost and deductibles of \$2,000/\$4,000. After the deductible is satisfied, prescription drug copayments shall apply as set forth below. The Board will contribute into each employee's HSA 50% of the deductible, one-half of the Board's contribution in the first payroll in September and one-half of the Board's contribution in the last payroll in December.
- b. Employees must open an HSA account with a bank as designated by the Board by December 31 of any year and maintain such account to be eligible for the Board's contribution for the year. The Board shall make its best efforts to designate a bank that does not charge fees for the HSA account. Notwithstanding the foregoing, should the designated bank charge fees for the HSA account, employees may choose a different bank.
- c. The prescription drug plan shall be a managed 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 times co-pay feature for mail order drugs at the applicable rate described herein, up to a yearly maximum of \$1,000/\$2,000. 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.
- d. The out-of-network feature for the plan shall be based on reimbursement fees of up to 300% of MRC.



e. Employees not eligible for the HD-HSA plan without adverse tax consequences may participate in an HRA plan in accordance with IRS rules. Any unused amounts deposited on behalf of unit members in the HRA may roll over up to the amount of the deductible.

Note: Employees enrolling in the HSA cannot enroll in a Flexible Spending Account.

f. Board and Employee Premium Contributions to HD-HSA Plan Coverage

Each employee participating in the HD-HSA Plan shall contribute as follows:

**2017-2018** Each employee (at least .6 FTE) participating in the HD-HSA shall make a contribution in the amount of thirteen percent (13%) of the cost of the plan.

**2018-2019** Each employee (at least .6 FTE) participating in the HD-HSA shall make a contribution in the amount of fourteen percent (14%) of the cost of the plan.

**2019-2020** Each employee (at least .6 FTE) participating in the HD-HSA shall make a contribution in the amount of fifteen percent (15%) of the cost of the plan.

**2020-2021** Each employee (at least .6 FTE) participating in the HD-HSA shall make a contribution in the amount of sixteen percent (16%) of the cost of the plan.

g. For the purpose of this section, the term “plan cost” shall be based on the allocation (self-insured equivalent) rate for self-insured plans, or the premium cost rate in the event that the Board elects fully funded plans, and shall include the cost of prescription, dental and other riders in the plan.-Each employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's salary his or her share of the premium set forth above. Each employee will be informed of the amount of the premium in writing prior to the first or any revised deduction. An employee may forego or withdraw from full coverage rather than pay his or her share of the premium. An employee who forgoes or withdraws from full coverage rather than pay his or her share of the cost of the premium must satisfy any existing reentry conditions or limitations of the plan.

h. There shall be an annual Open Enrollment Period that commences at least thirty (30) days prior to the Board’s annual insurance renewal date.

i. Subject to law, including the rules and regulations of the Internal Revenue Service and independent of the requirements that employees contribute to the

cost of medical premiums and pay deductibles and co-insurance, the Board shall, not later than the effective date of this Agreement, implement and maintain a "Section 125" salary reduction agreement which shall be designed to permit exclusion from taxable income of the employee's share of health and medical premium contributions, deductibles, and co-insurance to be paid by employees. As allowed by law, this plan shall establish a dependent care account. The maximums that employees can contribute to such plans shall be set in accordance with applicable federal law.

**B. LIFE INSURANCE**

Employees who have elected to participate in the life insurance benefit shall contribute 15% of the cost of the optional life insurance benefit (one times salary rounded to the nearest \$1,000) and shall have term life insurance coverage in the amount of one-times salary (rounded to the nearest \$1,000) and a \$4,000 benefit. Each employee will be informed of the amount of the premium in writing prior to the first deduction. An employee may forego coverage rather than pay his or her share of the premium.

- 15.2 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.
- 15.3 The Board will offer a long-term disability insurance program to employees, provided that participating employees shall pay 100% of the cost for such disability insurance program. The disability program, including waiting periods and other terms, shall be governed by the disability insurance policy. Enrollment will be offered annually during the district's benefit enrollment period.

**ARTICLE 16  
COMPENSATION**

- 16.1 An employee covered by this Agreement who suffers personal injury in the performance of the employee's duty and who is eligible for payment under the Workers' Compensation Act will be paid by the Board the monetary difference between said employee's bi-weekly salary (straight-time pay) and the benefits payable to him/her under the Workers' Compensation Act, for the first 90 calendar days. Time lost as a result of an on-the-job injury shall not be charged against the employee's sick leave for the first 90 calendar days.

**ARTICLE 17  
JURY DUTY**

- 17.1 Any employee covered by this Agreement called for jury duty shall receive from the Board the difference between the normal salary and the payment from jury duty.

- 17.2 In order to receive the payment described in paragraph 17.1, employees who serve jury duty must submit proof of juror service to the Human Resources Office, as soon as possible upon return to work from such service.”

## **ARTICLE 18 RETIREMENT**

- 18.1 As a condition of employment, each employee hired prior to July 1, 2011 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, 2006. Effective July 1, 2006, 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. The vesting period for the Town of Wilton Employee Retirement Plan (the defined benefit plan), as amended, shall be changed from ten (10) years to five (5) years.
- 18.2 Effective July 1, 2011, all new bargaining unit employees (those bargaining unit members hired on or after July 1, 2011) 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 vesting period for the defined contribution plan shall be five (5) years.
- 18.3 Employees planning to retire shall notify the Board of their intention to retire no later than January 31 of the calendar year in which they intend to retire. Once the Board has been notified, the employee may contact the Personnel Office at Wilton Town Hall for appropriate paperwork and pension calculation information. The Board shall have the option to pay accumulated sick leave on the date of retirement or in the first week in July of the same calendar year. In the event an employee fails to notify the Board of his or her intention to retire by January 31, the Board may defer payment until the first week of July of the subsequent calendar year (e.g. notification on March 1, 2006 may result in the payment of accumulated sick leave until July 2007).
- 18.4 Upon retirement the Board shall pay accumulated sick days as retirement pay as set forth in Article 9 above.
- 18.5 For any member of the bargaining unit, excluding his or her dependents, retiring on or after June 30, 2011, who has been employed by the Board for at least fifteen (15) years and who is immediately eligible for retirement benefits under this Article, the Board shall contribute \$900 annually for the purpose of purchasing medical insurance for a period not to exceed five (5) years from the date of retirement. To be eligible for this benefit, the retired employee must provide annual satisfactory proof to the Board of his or her purchase of qualifying insurance benefits.

**ARTICLE 19  
DISCHARGE AND DISCIPLINE**

- 19.1 Employees shall not be discharged or otherwise disciplined except for just cause. This provision does not apply to probationary employees. All transfers are subject to the standard noted below in Article 21.

**ARTICLE 20  
ADDITIONAL COMPENSATION**

- 20.1 The Board recognizes that employees need to be absent at times for valid reasons, but that all absences are disruptive and costly. Effective with the 2009-2010 school year, each employee who has perfect attendance during the school year shall receive a perfect attendance bonus of \$500. Each employee who is absent less than a total of three (3) days during the school year shall receive a bonus of \$250. The perfect attendance bonus shall be paid in the first pay period of August of each year. The amount of the bonus will be pro-rated for part time employees.
- 20.2 Each paraprofessional who receives a passing score on the ParaPro assessment shall be reimbursed the one-time cost of the ParaPro assessment within sixty (60) days of submitting proof of payment and the attainment of the passing score to the Office of Human Resources.
- 20.3 Tuition Assistance

The Wilton Board of Education supports the lifelong learning of its employees. After one year of continuous service, employees are eligible to receive tuition reimbursement in the amount of \$100.00 per credit (for a maximum of six credits per semester) for courses taken at an accredited college or university that are part of a planned program of study leading to a first bachelor's or master's degree in an area aligned to the employee's job-related responsibilities or through a provider of certification-based programming that is aligned to the employee's job-related responsibilities. For all courses for which reimbursement is sought, the courses must be approved in advance by the Director of Human Resources and the employee must achieve a grade of "B" or better for each course.

**ARTICLE 21  
TRANSFERS**

- 21.0 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.

**ARTICLE 22**  
**GRIEVANCE PROCEDURE**

22.1 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.

22.2 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 (.6 FTE) and the Union.

“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.

22.3 Basic Principles

An employee may be represented at any level by the Union unless the employee has expressly waived union representation.

The parties agree that they will comply with all applicable laws, including the Connecticut Freedom of Information Act, in disclosing the contents of all grievance procedures/hearings.

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.

22.4 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 any employee does not file a formal written grievance within thirty (30) 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.

## 22.5 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.

## 22.6 Formal Procedure

### Level I - School Principal or Immediate Supervisor

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 specific as possible. 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 - Administrator for Human Resources 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 Administrator for Human Resources and General Administration. The administrator 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 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 and the Union at Level III, the Union may submit the grievance to arbitration if the grievance involves the suspension or involuntary termination of one or more than one employee. The arbitrator shall have no power to add to, subtract from or modify in any way the provisions of this Agreement. If the grievance involves any matter other than suspension or involuntary termination, the Union must submit the grievance to the Board of Education before the

Union may submit the grievance to arbitration before the American Arbitration Association (AAA). The Union must submit grievances to arbitration or to the Board of Education 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 occurs sooner. Arbitration before the AAA is governed by the AAA Labor Arbitration Rules.

#### 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, if the grievance is heard by a subcommittee, the subcommittee shall, after fully 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

Should the grievance not be resolved to the satisfaction of the grievant and the Union at the Board hearing at Level IV, the Union may submit the grievance in writing to arbitration within fifteen (15) days of the Board decision. The arbitrator shall have no power to add to, subtract from or modify in any way the provisions of this Agreement. Grievances submitted to arbitration shall be before the AAA as governed by the AAA Labor Arbitration Rules.

#### 22.7 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.

#### 22.8 Costs of Arbitration

Costs of arbitration shall be borne equally by both parties.

#### 22.9 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; however if the grievance is filed on behalf of members in more than one building, the grievance will be filed with the Director of Human Resources, and the parties shall follow the informal procedures before processing the grievance formally, with the Director of Human Resources serving as the appropriate administrator in the informal process. A hearing shall be held within fifteen (15) days of

completion of the informal procedure.

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.

There shall be no retaliation against employees exercising their rights under the grievance procedure. The grievance procedure shall not apply to disputes among employees represented by the Union.

### **ARTICLE 23 MISCELLANEOUS WORKING RULES**

- 23.1 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 UPSEU, and one (1) originally signed copy will be provided to the Unit.
- 23.2 There shall be participation and consultation with the Union in the formulation and modification of Personnel Policies and Regulations of the Board which directly affect the conditions of employment of those covered by this Agreement.
- 23.3 Written performance evaluations will be completed for each employee by May 31 of each year.
- 23.4 School district administration increasingly relies on electronic mail to communicate with employees. The Board will provide each employee with a school district email account, which account shall be used by the employee solely for the purpose of communicating about school district business. Employees shall check their email account daily provided that employees are given one opportunity each day to do so. Use of this email account and the Board's computers/computer systems is governed by the Board's Acceptable Use Policy. An employee may use his or her personal smartphones or other portable electronic device to access his or her email account during the work day subject to the Board's Acceptable Use Policy and further provided that the employee uses sound professional judgment in choosing a time during the work day that will not have an adverse impact on meeting the educational needs of students.
- 23.5 The Board agrees to provide each school building with sufficient foul weather/rain gear for the Campus Supervisors (one set of foul weather gear for each Campus Supervisor assigned to the school building), which rain gear shall be worn by Campus Supervisors when required to work in inclement weather. The Board further agrees to provide each Campus Supervisor with five short sleeve uniform shirts and one sweatshirt, which shirt or sweatshirt shall be worn by each Campus Supervisor while on duty. The Board will offer each Campus Supervisor a reasonable number of replacement shirts each year. The Board agrees that within sixty (60) days of the ratification of this Agreement, it will change the color of the uniform shirt and sweatshirt to blue with white lettering. Each



Campus Supervisor will promptly return the shirts and fleece upon receipt of the new shirts and sweatshirt.

- 23.6 At the sole discretion of school administration, an employee may be granted the opportunity to flex his or her work schedule for a given situation within the same pay period to a maximum of thirty (30) minutes per occurrence. The decision of the school administrator in this matter shall be final.

## **ARTICLE 24 MANAGEMENT RIGHTS**

- 24.1 Except where the Board's rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, the "sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Wilton.

## **ARTICLE 25 SAVINGS CLAUSE**

- 25.1 In the event any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement will remain in full force and effect.

## **ARTICLE 26 NEGOTIATION**

- 26.1 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. Notwithstanding the foregoing, the parties agree that negotiations shall commence no later than January 2021 for the successor collective bargaining agreement.

## **ARTICLE 27 DURATION**

- 27.1 This Agreement shall be in effect from July 1, 2017 through June 30, 2021. Notwithstanding the foregoing, the Board may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c(b) if the cost of the 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.

IN WITNESS WHEREOF, the parties set their hands and seals this 3 day of October, 2018.

WILTON BOARD OF EDUCATION

By: Christine Finkelstein  
Christine Finkelstein, Chairman

UPSEU, WILTON BOARD OF EDUCATION SECRETARIES,  
CLERKS AND AIDES, UNIT

By: Penny Thompson  
Penny Thompson, President

By: Kevin E. Boyle, Jr.  
Kevin E. Boyle, Jr., President, UPSEU

## APPENDIX A

### **2017-2018:**

2.0% GWI

2.3% (including GWI) to those not at max in range, not to exceed max

Retroactive to July 1, 2017 for those still employed on date of final Board approval.

### **2018-2019:**

2.0% GWI

2.3% (including GWI) to those not at max in range, not to exceed max

### **2019-2020:**

2.0% GWI

2.3% (including GWI) to those not at max in range, not to exceed max

### **2020-2021:**

2.0% GWI

2.3% (including GWI) to those not at max in range, not to exceed max

**APPENDIX A-1 WAESCA SALARY (HOURLY) RANGES BY JOB CLUSTER**

2017-2021

CLUSTER	JOB TITLES	Range 2017-18	Range 2018-19	Range 2019-20	Range 2020-21
A	Campus Supervisor General Clerical Aide Receptionist	\$22.73 - \$27.42	\$23.25 - \$27.97	\$23.78 - \$28.53	\$24.33 - \$29.10
B	Paraprofessionals (all) AV Assistants (all) Library Assistants (all) Lab Technician	\$23.05 - \$27.91	\$23.58 - \$28.47	\$24.12 - \$29.04	\$24.67 - \$29.62
C	School Secretary Activities Secretary Guidance Secretary Athletics Secretary SPED Secretary Attendance Secretary Business Office Secretary College/ Career Cntr. Asst.	\$26.56 - \$32.78	\$27.17 - \$33.44	\$27.79 - \$34.11	\$28.43 - \$34.79
D		\$35.56	\$36.27	\$37.00	\$37.74
E	Executive Secretary (all)	\$29.54 - \$37.03	\$30.22 - \$37.77	\$30.92 - \$38.53	\$31.63 - \$39.30
F	WHS Registrar General Accountant	\$30.70 - \$39.34	\$31.41 - \$40.13	\$32.13 - \$40.93	\$32.87 - \$41.75
G	Admin Assistant (all)	\$40.15	\$40.95	\$41.77	\$42.61

**APPENDIX A-2  
WORK YEAR- HOURS OF WORK  
(See ARTICLE 5.1)**

-	Number of Months	Number of Days	
		7 Hours = 1.0 FTE	7.5 Hours = 1.0 FTE
-			
Campus Supervisor	10	183	-
Receptionist/General Clerical Aide	10	184	-
Paraprofessional	10	184	-
School Secretary - Ten Month positions	10	-	183
College and Career Center Assistant	10	-	184
Library & A/V Assistant (all)	10	184	-
Lab Technician (all)	10	184	-
School Secretary - Twelve Month positions	12	78	183
Executive Secretary (all)	12	78	183
WHS Registrar	12	78	183
General Accountant	12	78	183
Admin Assistant (all)	12	78	183

## MEMORANDUM OF AGREEMENT

In the recently-concluded negotiations between the Wilton Board of Education (the "Board") and the United Public Service Employees Union, Wilton Board of Education Secretaries, Clerks and Aides Unit (the "Union"), the parties reached the following additional agreements:

1. In conjunction with the change to Section 13.3, the parties agree to establish a joint committee to discuss any need to clarify job descriptions, job title, job classifications and variations school to school. Such committee shall have two designees from the Union and Board respectively, shall be chaired by the Director of Human Resources, shall commence its work by October 1, 2018, and shall report its findings to the parties by January 1, 2019.
2. The Board will provide one open enrollment period for unit members in May, 2018 or June, 2018 to permit employees not participating in the life insurance benefit a one-time opportunity to elect to participate in the life insurance benefit.
3. Unit members participating in the PPO plan may continue to do so until July 1, 2018.
4. 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. The Board hereby notifies the Union that 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: Christine Finkelstein  
Christine Finkelstein, Chairman

### UPSEU, WILTON BOARD OF EDUCATION SECRETARIES, CLERKS AND AIDES, UNIT

By: Penny Thompson  
Penny Thompson, President

By: Kevin E. Boyle, Jr.  
Kevin E. Boyle, Jr., President, UPSEU