

**AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION, TOWN OF FAIRFIELD**

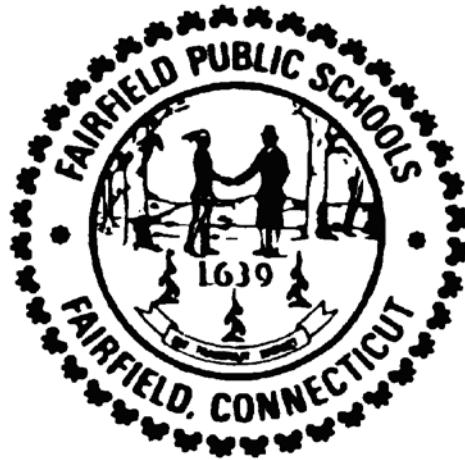
**AND**

**FAIRFIELD CUSTODIANS-MAINTENANCE**

**OF**

**THE UNITED PUBLIC SERVICE EMPLOYEES UNION LOCAL 1779**

**JULY 1, 2019 – JUNE 30, 2022**



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## **AGREEMENT**

This Agreement is between the Board of Education, Town of Fairfield, Fairfield County, Connecticut, hereinafter referred to as the Board, and the Fairfield Custodians-Maintenance Union, Local 1779 of The United Public Service Employees' Union (UPSEU), hereinafter referred to as the Union.

### **ARTICLE I - RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining agent, for all employees within the bargaining unit as certified and defined by the State Board of Labor Relations, excluding supervisory, seasonal, or temporary employees with respect to wages, hours, or other conditions of employment.

### **ARTICLE II- HOURS OF WORK**

1. The regular work week shall be 40 hours.
  - A. Hours worked in excess of eight (8) hours per day, Monday to Friday inclusive, or in excess of forty (40) hours per week or on Saturday shall be compensated at one and one-half (1-1/2) times the regular rate. Holidays, sick days and all other authorized absences under the terms of this contract shall be counted as time worked for purposes of computing overtime.
  - B. Hours worked on Sunday shall be compensated at two (2) times the regular rate, except where Sunday is part of the regular work week, or except as hereinafter stated.
  - C. Hours worked on a holiday recognized in this Agreement shall be compensated at two (2) times the regular rate. In addition, the employee will receive regular holiday pay. If a Friday or Monday is substituted for a Saturday or Sunday holiday, time worked on such Friday or Monday or any day designated as the substitute for a holiday shall be compensated at one and one-half (1-1/2) times the regular rate. Time worked on the official Holiday (Saturday or Sunday) will be compensated at two (2) times the regular rate, or except as hereinafter stated.
  - D. The specific lunch and dinner break schedules (specifically, the daily commencement and end time for lunch and dinner break and any other breaks) shall be developed in conjunction with a) Building Administrator b) Day or Evening Custodial Supervisor or Maintenance Supervisor and c) the Union and the custodial/maintenance employee is required to adhere to said specific break time schedule. If the employee while on lunch break cannot leave school or if his lunch break is interrupted by a work assignment, then the lunch time is paid.

- E. It shall be the practice of management to assign available custodians from within the bargaining unit to overtime on a like building level basis, providing such custodians make their availability known to either the Day or Evening Custodial Supervisor.
- F. Emergency calls that require an employee of the bargaining unit to return to school outside the normal work schedule shall be compensated at the applicable rate as stated in Section a, b, and c above for a minimum of two (2) hours. An employee may, at the discretion of the Board be required to work for said minimum period. Such pay shall not be granted for calls to rectify a condition that existed when the head custodian finished the last regular shift (such as lighting, doors unlocked, windows open, etc.). Pay period will include travel time to and from home in Fairfield or town line for out-of-town residents.

Head custodians are relieved of the obligation to inspect and secure their buildings on weekends and holidays, unless they are already at their building for other purposes. Weekend/holiday building securing/inspecting work will be removed from the bargaining unit and/or subcontracted at the discretion of the Board.

- G. Insofar as possible, supervisors shall endeavor to give at least four (4) hours notice of overtime work assignments.
- H. All overtime work shall be distributed equally among eligible employees as far as is practicable within classification.
- I. New employees shall serve a probationary period of ninety (90) days worked. All employees after completion of their probationary period shall become permanent employees and shall acquire a length of service record as of the date of their employment. Employees who elect medical and dental health insurance coverage shall be eligible to receive these benefits on the first day of the month following the start of his or her employment.
- J. All employees hired by the Board of Education on a full-time basis shall immediately be considered a probationary employee.

Probationary employees shall not have the right to resort to the Grievance procedure in the event of discharge.

### **ARTICLE III - WAGES**

- 1. The pay structure applicable to job classification covered by the Agreement as established by Frank C. Brown Company and as subsequently modified by the Board is accepted as part of this Agreement.

The salary schedules for the 2019-2021 years are as displayed in Appendix A, B and C Respectively. Wages for carpenters, licensed plumbers, heating

technicians, and electricians will be increased by \$350 to compensate for specialized tools required. A similar provision of \$250 will be accorded masons, carpenter helpers and electrical helpers. The tool allowance will be paid as a lump sum on July 1, annually.

2. Pay increases to higher increment steps within job classifications will be based on regular progression.
3. An employee who completes fifteen (15) years of service with the Board and one year in step of grade immediately preceding the longevity step shall be paid an additional sum of \$300. Payment for Longevity Steps #10 and #15 will commence on anniversary date of completion of specified periods.
4. Head custodians in Grade II shall be paid at a rate no less than Step #4 of Grade 9, Custodian III.
5. The Board shall withhold from the wages of each employee the normal withholding tax due out of overtime pay or extra compensation, which is in fact paid by the Board of Education.
6. The Board shall provide at least twice annually an up-to-date check-off list and shall monthly provide a list to the Union of any persons new to the unit or leaving the unit, including retired employees.
7. Regular full-time employees working a daily schedule beyond 6:00 p.m. on an eight (8) hour shift basis shall receive an additional amount of \$600 annually and regular part-time employees working beyond 6:00 p.m. on a four (4) hour regular schedule shall receive an additional \$350 annually.
8. Employees who are required to provide automobile transportation from school-to-school shall be compensated at the IRS rate. Employee shall submit mileage reimbursement forms monthly. Reimbursement checks will be paid monthly, one month in arrears. Mileage will be based on work orders, supervisor orders or approval. No mileage will be paid for travel to the first worksite of the day.
9. When an employee is assigned to the position of foreman or head custodian, he/she shall receive wages based on the next higher step pay rate in the higher classification, commencing on the second full day of each assignment.
10. Employees will be paid on a weekly basis. Other payment for overtime, etc., will be continued to be paid on a bi-weekly basis.
11. Any Electrician, Heating Technician or Plumber who is required to maintain certification and insurance will receive a non-wage sum of \$1,500 annually, of which the employee must use to cover the costs of any classes required to keep his or her certification and insurance.

12. All employees must enroll in direct deposit.

#### **ARTICLE IV - HOLIDAYS**

1. The Board will recognize thirteen (13) paid holidays, or alternate designated dates.

Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving (*Floating*)  
Christmas Day  
New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Martin Luther King Day

2. The Board shall have the scheduling option to determine when the Floating Holiday shall be taken.
3. In order to receive pay for the above referenced paid holidays, the employee must work the last regularly scheduled work day prior to and the first regularly scheduled work day subsequent to the holiday unless the absence is a previously approved personal or vacation day.

#### **ARTICLE V – VACATIONS**

1. Employees will receive paid vacations according to the following schedule:

<u>Length of Continuous Service*</u>	<u>Length of Vacation</u>
Under one year	One working day for each month's service to a maximum of ten working days.
One year up through five years*	Two calendar weeks ( <i>ten working days</i> )
Six years up through ten years*	Three calendar weeks ( <i>fifteen working days</i> )

Eleven years or over*	One additional day for each
11 years (3 weeks + 1 day)	continuous year of active
	employment beyond, through, and
12 years (3 weeks + 2 days)	including fifteen years ( <i>not to exceed</i>
13 years (3 weeks + 3 days)	<i>twenty total days</i> )
14 years (3 weeks + 4 days)	
15 years (3 weeks + 5 days = 4 weeks)	

\*When counting Continuous Service, the first year to count will be the first full year or major fraction thereof (*July 1 through December 31*).

2. The qualifying date for determining earned vacation shall be June 30.
3. Vacations must be taken during the fiscal year in which the employee becomes entitled to the vacation. Pay in lieu of vacations will not be permitted.
4. Employees voluntarily terminating their services with the Board and giving two weeks notice (or four weeks if Head Custodian) will receive unused vacation accrued to 1/12th of their vacation for each full month of service since the previous July 1. If such 2 weeks/ 4 weeks notice is not provided to the Board, no vacation payout will be made. Vacation will be based on the amount they would have become entitled to the following July 1. Vacation accrual will also be paid to estate of employees who die or who retire.
5. Employees who are discharged for cause will not be entitled to payout of accrued unused vacation.
6. Employees will be permitted to schedule vacations at a time mutually acceptable to the employee and the Board. The Board will provide due consideration to the preferences of employees, consistent with the operational needs of the schools and offices. If there is a conflict as to when vacations shall be taken, senior employees working the same or similar operations will be given their preference.

## **ARTICLE VI - BENEFITS**

### **1. Medical Insurance**

The Board shall continue to provide medical and RX and dental insurance benefits under the conditions pursuant to the Connecticut Plan 2.0, as amended in 2017, and as may be further amended from time to time, and medical and dental as set forth in the Memorandum of Understanding that was signed by the Board and the Union dated January 11, 2016. The Board may further provide such benefits so long as it is done in accordance with the terms of said Memorandum. Further, Section 1 dealing with the Board's right to obtain equal or better coverage and the requirement for annual certification of dependent status shall remain in full force and affect.

During the term of this collective bargaining agreement, the employees shall pay the following premium cost share for medical and dental:

Effective Upon Ratification:	18%
Effective 7/1/20:	19%
Effective 7/1/21:	20%

The remainder of the language in this Article shall remain in this agreement in case reference thereto is made necessary under said Memorandum of Agreement, including but not limited to Section 10 of said Memorandum.

The Board agrees to offer the following health insurance coverage for all eligible Employees and families including eligible dependents: health benefits comparable to the Anthem Blue Cross/Blue Shield medical insurance coverage with the option of a PPO or HMO plan, both with prescription drug coverage, and a co-pay dental plan with no riders. As a voluntary alternative, the Board may offer a Century Preferred Comprehensive Plan. The concession offered to the Fairfield Custodians-Maintenance, Local 117 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO in exchange for its agreement to the above referenced plans during the term of the 2000-2005 Agreement shall no longer be in effect. The following details the employee contribution levels for the duration of the contract.

Employee Premium Cost Share for the various plans is set forth below:

The Century Preferred Comprehensive Plan is voluntary with Premium Cost Share and co-pays to be determined by the Board.

The Board has established an IRS Section 125 for treating premium payment on a pre-tax arrangement. Each Employee electing to participate in a health insurance package shall have the option of making their contributions through payroll deduction pursuant to the IRS Section 125 Plan.

Co-pays for the Medical Plan are as follows:

- Out of Network Deductible: \$325/\$650/\$975 effective January 1, 2011
- Home and Office/Walk-In/Specialist: \$30
- Hospital Co-Pay/Semi-Private Room/Inpatient  
Mental Health/ Substance Abuse/Skilled  
Nursing Facilities/Inpatient Rehabilitative  
Services: \$200



- Urgent Care: \$30
- Emergency Room Co-Pay: \$150
- Outpatient Surgery: \$100
- Outpatient Mental Health/  
Substance Abuse: \$30
- Outpatient Surgery: \$100
- Outpatient Rehab Services: \$30
- Prescription Drug: \$10/25/40 – 2x mail
- Vision: Up to \$75 (for a routine exam)

Supplemental Coverage to Medicare “PART A” (over 65) for employees including spouses who retire in accordance with the Town Pension Plan. Retirees over age 65 may participate in Medicare Part B at his/her own expense through the particular carrier with whom the Board has a relationship. For any spouse to be included, said spouse must be enrolled at the time of retirement, not later. No future spouse may be enrolled.

Members of the Fairfield retirement plan, taking retirement under the provisions of the plan, between the ages of 62 and 65 may continue to purchase coverage, so long as permitted by the carriers, at group rates then prevailing; provided that said retired employee is engaged in no other employment.

Notwithstanding any reference to a specific carrier, the Board reserves the right to obtain equal or better coverage after providing the union with the provisions sixty days before the proposed implementation. This provision applies to the retirees entitled to said coverage.

Each Custodial/ Maintenance employee must certify annually on a form provided by the Board as to the dependent status of those enrolled in any of the Board’s Insurance Programs, as well as provide information as to any qualifying events affecting eligibility.

The Board may re-open negotiations and/or exit the State Plan 2.0 under this Article if any of the following occur:

- i. If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State’s collective bargaining agreement with SEBAC, if such modifications 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; and/or

ii. If applicable law is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) 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; and/or

iii. If the cost of the group health plan or plans offered under this Agreement triggers an excise tax (the "Cadillac Tax") under the Internal Revenue Code or any other related local, state or federal statute or regulation, the parties agree that both shall be able to open negotiations for the purpose of addressing the impact of said tax upon the parties per Connecticut General Statutes Section 7-474 et seq.

Only the provisions of this Article VI shall be so opened for negotiations. 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.

2. **Life Insurance**

The Board agrees to offer a paid \$45,000 life insurance policy for all individuals covered by this Agreement effective January 1, 2007.

3. **Sick Leave**

a. The Board will allow full pay to regular employees in this unit for absence due to personal illness up to ten days per year. Upon initial employment, one day per month will be provided up to a total of ten by July 1. Unused sick leave may be accumulated from year to year of continuous service up to a maximum of 120 days. A non-verified sick day before and/or after a paid holiday will preclude the holiday as being a paid day. The Superintendent (or Director of Human Resources) may allow further sick leave for continuous illness of up to 30 additional days for employees with one to five years of continuous service, or up to 60 days for employees with five to ten years of continuous service, or up to 90 days for employees with ten or more years of continuous service. A doctor's certificate must be presented in the case of any absence due to illness over 10 days. Upon the expiration of leave allowances, members may receive an additional 15 days of paid medical insurance premiums after five years of continuous service, or 30 days of paid medical insurance premiums after ten years of continuous service, providing a formal leave of absence has been requested and granted.

b. Sick leave shall not be used to extend Holidays or vacations. In the event an employee is absent from work in a regularly scheduled work day prior to and/or

the regularly scheduled work day subsequent to any Holiday, the employee may be denied sick leave with pay for either of said days unless the employee supplies a medical certificate satisfactory to the administration, if requested.

4. In any case in which the Board requires an employee to take a medical examination (including x-ray examinations) for any reason, the Board will pay the full cost of such examination if conducted by a physician or agency designated by the Board.

5. **Retirement**

Section 1:

- a. The high salary for determining benefits under the present pension plan shall mean their highest annual salary obtained in any year of their employment. For those employees covered by this agreement who are eligible for benefits under the Plan, the annual benefit will be equal to 1.25% of their high annual salary up to a maximum of \$7800, plus 2.30% of that high salary in excess of \$7800, multiplied by their number of credited years of service with the Town.
- b. There shall be an adjustment in the monthly retirement benefit based on the percentage increase in the Consumer Price Index (CPI; 1967 = 100; Urban Wage Earners) for the previous (12) month period. Further review of the CPI shall be made at two (2) year intervals beginning 1 July 1988 and the adjustment will be based on the percentage increase in the same index reflected between March, 1967 and March 1988 and thereafter, between the March index each year. Any increase reflected by the Index during review periods shall be limited to three (3%) percent per year and/or a maximum of six (6%) percent per in any two (2) year review period.

An employee with at least ten (10) years of continuous service is eligible for vested rights provided that he or she has attained the age of 62.

- c. Employees covered by this agreement with at least 10 years of continuous service and age 62, shall become eligible for normal retirement benefits under the Plan.
- d. Employees hired after they had attained the age of fifty (50) years but prior to attaining the age of sixty (60) who are not members of the Retirement Plan may join said plan. They shall notify the administrators of the Plan of their intention to join the Plan on or before 31 December 1987 and shall complete contributions as would have been made had they joined the plan when they became employees of the Town; said payments to be completed prior to 30 June 1989, the employee's death or retirement, whichever occurs first. No employee or his beneficiary shall be eligible for retirement benefits unless payments have been completed as called for herein.

Section 2:

Any employee who has had prior active duty service with the United States Military shall be eligible to include said prior U.S. Military service as service for the purpose of calculating the pensions herein, provided that:

- a. Contribution for said service will be based on the employee's starting annual salary when first employed by the Board.
  - b. The election for including prior service in the United States Military cannot be elected until such time as the employee has ten (10) years of service and/or becomes eligible for retirement as defined herein.
  - c. Existing employees shall have the right to purchase military service time equal the amount of time served on active duty in the Armed Forces of the United States but limited to a maximum of four (4) years of such service by paying for such service time at the rate equal to five (5) percent of such employees annual salary at the date of hire.
  - d. Employees hired subsequent to the Date of this Agreement shall indicate their election to purchase such military time on or before the second anniversary date of their hire and must complete the payment of such credit on or before the tenth (10th) anniversary date of their hire.
6. The existing pension plan shall be reopened for negotiation if any pension improvements are provided to any other unit covered by this pension plan.
  7. All employees hired after the effective date of this Agreement shall participate in a 401(a) type pension plan with no eligibility or vesting rights in the Town's existing Pension System. The employee shall be required to contribute at least four percent (4%) of base salary to the Plan and may contribute up to the maximum allowed by law. The Town shall match the employee's contribution up to a maximum of four percent (4%) of base salary. The Town's contribution shall not vest until the employee has been continuously employed for five (5) years.

**ARTICLE VII- MANAGEMENT CLAUSE**

1. Except as herein provided in this Agreement, the right of the Board in all respects to manage its business, operations and affairs; discharge and discipline employees for cause, to sub-contract, and to change, combine, establish or discontinue jobs or operations, shall be unimpaired. The Board's not exercising any right hereby reserved to it, or its exercising any right in a particular way, shall not be deemed a waiver of any such right or preclude the Board from exercising the same in some other way not in conflict with the express terms of this Agreement.

2. Nothing in the Agreement shall be construed as abridging any right, benefit, or privilege that employees of the Board have enjoyed heretofore unless such practice has been superseded by provisions of this Agreement.

### **ARTICLE VIII - LEAVE**

1. An employee shall be granted leave with pay from the date of death through the date of the funeral for a death in immediate family. Such leave shall be granted for up to three days commencing with the date of death. The employee shall receive regular pay for such days for which would have normally been scheduled as work days. Immediate family is defined as wife, husband, mother, father, daughter, son, mother-in-law, father-in-law, brother and sister, and relatives customarily living in the employee's immediate household.

Permission for time off with pay due to the death of a relative outside the immediate family may be granted for one day.

2. All regular employees shall be entitled to leave with full pay for not more than three days in each school year for the observance of major religious holidays.

Up to five days in each school year may be allowed with pay for such absences which, in the opinion of the Superintendent of Schools or Director of Human Resources, are considered unavoidable and reasonable, such as illness in the employee's immediate family.

Up to three additional days may be allowed for causes which, while not unavoidable, are deemed important and reasonable by both the employee and the Superintendent of Schools or Director of Human Resources. Two of these can be requested without stating a cause.

These three days may be made available to the employee with pay equal to fifty (50) percent of regular daily pay. Such absences are to be exclusive of allowable sick leave.

3. In the event an employee is absent for an illness or injury which is covered by workers' compensation, Board provided salary continuation shall be provided for a maximum of nine (9) months; pay during the period of said absence extending beyond nine (9) months shall be as provided by the Connecticut General Statutes and any such absence shall not be eligible for additional compensation under the collective bargaining agreement.

### **ARTICLE IX - COPIES OF CONTRACT**

The Board will provide Local 1779 with ten (10) copies of the Collective Bargaining Agreement within 30 days after the signing of the Agreement and will provide a copy to any employee who requests a copy and will further provide one copy to each school or building.

## **ARTICLE X - SENIORITY LIST**

1. Prior to September 1 of each year the Board will furnish the Union a list of employees in the bargaining unit showing their seniority, current wage classification, and accumulated sick leave as of July 1.
2. The Board of Education and the Union hereby recognize and accept the principle of seniority for layoffs and recall thereafter. All layoffs, shift preference, and rehiring shall be made in accordance with seniority by occupation upon length of service of the employee with the Board of Education in a position covered by this bargaining unit, provided the employee is qualified, and further provided, that the seniority list for employees other than maintenance employees will be divided into elementary and junior/high schools and the rights provided thereunder shall be based upon an employee's position on the applicable list.
3. Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for requested transfer. Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of equal classification for which they are qualified, on the basis of seniority.
4. Laid off permanent employees with the most seniority shall be rehired first and no new employees shall be hired until all laid off employees have been given an opportunity to return to work providing the employee recalled is qualified to fill the vacancy. In the event of a layoff, an employee shall retain his seniority status for two (2) years from the date of his layoff.
5. After July 1 in any fiscal year the Board will give ninety (90) days written notice of any individual being separated from employment during the school year by reason of loss of position.
6. The President, Vice-President, Treasurer, Secretary and one Chief Day Steward and one Chief Night Steward shall have super seniority in the event of a layoff provided that they have the ability to perform the remaining work without training or break-in.

## **ARTICLE XI – UNION BUSINESS LEAVE**

1. The five members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Board, or its representatives, and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time when such members are scheduled to be at work.
2. One member of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the Board, or its representatives, and the Union for the

purpose of processing a grievance (subsequent to the first step of the grievance procedure), when such meetings take place at a time when such member is scheduled to be at work.

When such grievance involves an arbitration or meeting with the Board of Education, two members of the Union Grievance Committee shall be granted similar leave from duty with full pay.

3. The Union steward, without loss of pay, after notification to his supervisor, if his absence does not unreasonably disrupt his job assignment, may investigate grievances involving an immediate hazard to health and/or safety.

### **ARTICLE XII - JOB DESCRIPTIONS**

The Board will provide written copies for any changes or amendments in descriptions of job classifications at least two (2) weeks prior to their implementation.

### **ARTICLE XIII- PROMOTIONS**

Whenever a vacancy occurs for any promotional position within the bargaining unit, the vacancy shall be posted in writing by electronic mail for at least five working days before it is filled to enable any eligible person to bid for the promotion. If two or more eligible applicants from within the unit are determined as equally qualified for the position then the interview committee shall consider, seniority in the unit as the determining factor. The decision of the Executive Director of Operations shall be final. The five (5) working day electronic mail posting shall be the only posting.

### **ARTICLE XIV – GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Section One:**

The Union or any employee or group of employees who feels aggrieved concerning a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, may seek adjustments as follows:

Step #1: Within fifteen (15) days (excluding Saturdays and Sundays) after the occurrence of an alleged grievance, the Union shall submit such grievance in writing to the Section Supervisor. Within ten (10) days (excluding Saturdays and Sundays) after the receipt of said notice, said Supervisor shall arrange to and shall meet with said Union for the purpose of adjusting or resolving such grievance. Such Supervisor shall render a decision within ten (10) days (excluding Saturdays and Sundays) of such meeting. If such grievance is not resolved to the satisfaction of the Union, the Union may, within ten (10) days (excluding Saturdays and Sundays) of such decision, initiate Step #2 of this procedure.

Step #2: Further review of such grievance shall be made by presenting in writing such grievance to the Superintendent of Schools. Within ten (10) days (excluding Saturdays and Sundays) after receipt of said notice, the Superintendent or his delegate shall arrange to and shall meet with the Union for the purpose of adjusting or resolving such grievance. The Superintendent or his delegate shall render a decision in writing concerning such grievance within ten (10) days (excluding Saturdays and Sundays) of such meeting. If such grievance is not resolved to the satisfaction of the Union, the Union may, within ten (10) days (excluding Saturdays and Sundays) of such decision initiate Step #3 of this procedure.

Step #3: Further review of such grievance shall be made by presenting in writing such grievance to the Board of Education of the Town of Fairfield. Within twenty (20) days (excluding Saturdays and Sundays) after the Board receives such grievance, the Board shall have the option of meeting with the Union for the purposes of adjusting or resolving such grievance. The Board shall render a decision in writing concerning such grievance within thirty (30) days (excluding Saturdays and Sundays) after notification to it. If such grievance is not resolved to the satisfaction of the Union, the Union, may initiate Step #4 of this procedure.

Step #4: Further review of such grievance shall be made by submitting this dispute to arbitration by the American Arbitration Association within fifteen (15) days (excluding Saturdays and Sundays) of notification of the decision of the Board. The notice of arbitration shall include a brief statement of the issues to be decided by the arbitrator and the specific provisions of the agreement involved. Said Association shall hear and act on such dispute in accordance with its rules of voluntary labor arbitration. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this agreement, shall be final and binding on all parties.

## Section Two:

The arbitrator shall not rule on any dispute which is not called specifically to the attention of the Board, or its representatives, in accordance with the aforesaid grievance procedure nor shall the arbitrator have any power to add to, subtract from, vary, modify or amend in any way, the terms of the Agreement. The time limits specified in the preceding sections of this article may be extended by agreement of all parties. The Union shall have the right to be present at all steps of the procedure.

Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself, and all parties shall have the right to representation by counsel at any stage of the proceedings, after Step #2. Notwithstanding the foregoing, only the Union can advance a grievance to arbitration. The only parties to the arbitration are the Union and the Board of Education. Nothing herein shall prohibit the Board from filing a grievance and/or advancing a grievance to arbitration as it deems appropriate.

The fee of the arbitrator and the administration expense of the arbitration, if any, shall be shared by the Board paying 60% of said costs, and the Union paying the remaining 40% of said cost but other expenses shall be borne by the party incurring them, including payments to representatives, witnesses, etc.



The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

**ARTICLE XV - EFFECTIVE DATE AND  
MODIFICATION OF AGREEMENT**

This Agreement shall remain in full force and effect from July 1, 2019 through June 30, 2022. It shall remain in effect thereafter unless and until either party gives notice to the other of its intention to terminate, amend or modify such contract as of the expiration date in accordance with the State of Connecticut applicable statutes.

**ARTICLE XVI- SAVINGS CLAUSE**

If any section, sentence, clause or phrase of this Agreement shall be held, for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision.

**ARTICLE XVII- UNION SECURITY PROVISION**

Employees covered by this Agreement at the time it becomes effective may voluntarily opt in to the Union by completing all required forms and paperwork. The Union shall notify the Board within 30 days of all new union members.

1. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if he or she tenders his or her periodic dues uniformly required as a condition of voluntary union membership.
2. Upon receipt of an “Authorization for Payroll Deduction” card signed by the employee, the Board agrees to deduct a sum certified by the secretary or other authorized official of the Union to be an amount equal to Union dues. Deductions will be made on the regular biweekly payroll (or less frequently if requested by the Union) and in an amount to justify the monthly total dues specified on the authorization card. Total dues and service fees shall be delivered to the treasurer of the Union at least quarterly.
3. The Union shall defend, indemnify and hold the Board and/or the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken or not taken by the Board and/or the Town for the purposes of complying with any of the provisions of this Section.

**ARTICLE XVIII – COVERAGE FOR EXTRA ACTIVITIES**

1. In order to provide safety, security and sufficient personnel to staff elementary and middle school buildings which are rented by the public, an extra custodian may be assigned as determined by the Head Custodian, with the approval of the supervisor, when more than three (3) separate rental activities are using the facilities or a minimum of 150 building occupants are anticipated, except as hereafter stated.
2. In order to provide sufficient personnel to staff secondary school buildings which are rented by the public, the basic assignment formula will be one person for the first 300 building occupants and for each subsequent major fraction thereof.
3. When more than three (3) separate rental activities are using high school facilities the Head Custodian may use a formula of 1 person for 150 building occupants if he deems the extra assistance necessary to adequately serve the public.
4. Custodial personnel retained for building rental activities shall be guaranteed a three (3) hour minimum work period.

#### **ARTICLE XIX – SAFETY**

Employees are expected to wear appropriate eye, ear and head protective equipment in work circumstances which would necessitate the wearing of these types of safety equipment.

In addition, all employees must wear work boots/safety shoes that are compliant with applicable occupational safety and health standards. Board will reimburse each employee in the amount of up to \$150 per year upon submission of a receipt for the purchase of work boots/safety shoes. Any request for reimbursement must be made by April 1 of each year.

#### **ARTICLE XX – REASONABLE SUSPICION DRUG TESTING**

An employee must submit to a reasonable suspicion drug or alcohol test when a manager or supervisor has reasonable suspicion to believe that the employee has violated the drug or alcohol prohibitions contained in this Article and/or Sections 4225 and 4225AR of the District's Personnel Policy. A reasonable suspicion determination may be made any time the employee is on school property and may be based on observations concerning, including but not limited to, the appearance, behavior, speech or body odors of the employee. The observations may include indications of chronic and withdrawal effects of drugs and/or alcohol. Supervisory personnel may request that an employee submit to drug or alcohol testing when a supervisor has a reasonable suspicion that an employee is under the influence of drugs or alcohol. The term "reasonable suspicion" as used in this section is defined consistent with Connecticut law, and generally exists when, based upon objective facts and considerations, a reasonably prudent supervisor would suspect that an employee is under the influence of drugs and/or alcohol.

- 1) The supervisor or manager who makes a reasonable suspicion determination will not conduct the drug or alcohol test.
- 2) The Board shall contact the testing agency and the employee will remain on site, supervised by a Board of Education employee, until the agency employee arrives and during the full time of the testing process.
- 3) The employee must submit to reasonable suspicion drug or alcohol test. Failure or refusal to submit to a reasonable suspicion drug or alcohol test, as directed by a manager or supervisor, shall constitute a positive drug test.
- 4) For an employee who tests positive to drugs and/or alcohol may be subject to disciplinary action up to and including termination of employment.
- 5) An employee who acknowledges having a drug/alcohol problem to a human resources department and seeks help for same prior to be directed to taking a reasonable suspicion drug test, will be given the opportunity to seek help and assistance for said drug/alcohol issue, and the employee's acknowledgement of the drug/alcohol problem under these circumstances shall not be the basis for discipline of the employee.
- 6) An employee who tests positive to drugs and/or alcohol or fails and/or refuses to participate in a reasonable suspicion drug or alcohol test, shall be suspended five (5) days without pay for the first offense; and terminated upon a second offense.
- 7) If the employee is three (3) years without a positive test/failure/refusal, his record will be cleansed.

In Witness whereof, the parties have caused their names to be signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

For The Union

For The Board

\_\_\_\_\_  
 Mark Sheehan  
 Staff Representative  
 UPSEU

\_\_\_\_\_  
 Chair  
 Fairfield Board of Education

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_

Robert Brunetti, President

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Date

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UPSEU President

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Date

APPENDIX A Error! Bookmark not defined.

**FAIRFIELD PUBLIC SCHOOLS**  
**Fairfield, Connecticut**  
**CUSTODIAL – MAINTENANCE**  
**2019-20**

	<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>L11</b>	<b>LL16</b>
8	Custodian II	40,694	41,913	43,174	44,468	53,756	54,244
9	Custodian III/Maint. Repairman I	43,078	44,369	45,698	47,072	56,434	56,920
10	Automotive Equip. Oper.	45,429	46,790	48,193	49,640	59,664	60,153
11	Maintenance Repairman II	48,058	49,498	50,984	52,512	62,623	63,110
12	Custodian III Head	52,550	54,124	55,751	57,423	65,787	66,276
13	Custodian Supervisor I	50,450	51,966	53,526	55,131	65,822	66,311
14	Custodian Supervisor I Head	52,995	54,579	56,218	57,905	69,140	69,629
15	Custodian Supervisor II	53,353	54,956	56,601	58,299	69,023	69,512
16	Custodian Supervisor II Head	56,043	57,725	59,457	61,241	72,504	72,992
17	Maintenance Repairman III	56,765	58,470	60,224	62,030	72,761	73,250
18	Master Craftsman	59,402	61,184	63,021	64,911	76,247	76,735
20	HVAC	71,439	73,585	75,791	78,061	91,722	92,319

Effective July 1, 2019, a 2% general wage increase plus incremental step advancement for those employees who are not at maximum step.

Wages shall be retroactive to July 1, 2019 for those employees on the payroll as of July 1, 2019 and at the time of the ratification by the Union and approval by the Board of Education.

**APPENDIX B**

**FAIRFIELD PUBLIC SCHOOLS  
Fairfield, Connecticut  
CUSTODIAL – MAINTENANCE  
2020–21**

	<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>L11</b>	<b>LL16</b>
8	Custodian II	41,508	42,751	44,037	45,357	54,831	55,329
9	Custodian III/Maint. Repairman I	43,940	45,256	46,612	48,013	57,563	58,058
10	Automotive Equip. Oper.	46,338	47,726	49,157	50,633	60,857	61,356
11	Maintenance Repairman II	49,019	50,488	52,004	53,562	63,875	64,372
12	Custodian III Head	53,601	55,206	56,866	58,571	67,103	67,602
13	Custodian Supervisor I	51,459	53,005	54,597	56,234	67,138	67,637
14	Custodian Supervisor I Head	54,055	55,671	57,342	59,063	70,523	71,022
15	Custodian Supervisor II	54,420	56,055	57,733	59,465	70,403	70,902
16	Custodian Supervisor II Head	57,164	58,880	60,646	62,466	73,954	74,452
17	Maintenance Repairman III	57,900	59,639	61,428	63,271	74,216	74,715
18	Master Craftsman	60,590	62,408	64,281	66,209	77,772	78,270
20	HVAC	72,868	75,057	77,307	79,622	93,556	94,165

Effective July 1, 2020, a 2% general wage increase. No step advancement.

**APPENDIX C**

**FAIRFIELD PUBLIC SCHOOLS  
Fairfield, Connecticut**

**CUSTODIAL – MAINTENANCE**

**2021–22**

	<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>L11</b>	<b>LL16</b>
8	Custodian II	42,338	43,606	44,918	46,264	55,928	56,436
9	Custodian III/Maint. Repairman I	44,819	46,161	47,544	48,973	58,714	59,219
10	Automotive Equip. Oper.	47,265	48,681	50,140	51,646	62,074	62,583
11	Maintenance Repairman II	49,999	51,498	53,044	54,633	65,153	65,659
12	Custodian III Head	54,673	56,310	58,003	59,742	68,445	68,954
13	Custodian Supervisor I	52,488	54,065	55,689	57,359	68,481	68,990
14	Custodian Supervisor I Head	55,136	56,784	58,489	60,244	71,933	72,442
15	Custodian Supervisor II	55,508	57,176	58,888	60,654	71,811	72,320
16	Custodian Supervisor II Head	58,307	60,058	61,859	63,715	75,433	75,941
17	Maintenance Repairman III	59,058	60,832	62,657	64,536	75,700	76,209
18	Master Craftsman	61,802	63,656	65,567	67,533	79,327	79,835
20	HVAC	74,325	76,558	78,853	81,214	95,427	96,048

Effective July 1, 2021, a 2% general wage increase. No step advancement.