

AGREEMENT BETWEEN
THE
STONINGTON BOARD OF EDUCATION
AND
LOCAL 1303-170 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO
MAINTENANCE & CUSTODIANS
July 1, 2024 to June 30, 2027

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PREAMBLE

This Agreement is made and entered into by and between the Stonington Board of Education and/or its successor, hereinafter referred to as the “Board” or “Employer,” and Local 1303-170 of Council #4, AFSCME, AFL-CIO, and/or its successor, hereinafter referred to as the “Union.” The word “employee” as used herein refers to bargaining unit members.

ARTICLE I **RECOGNITION**

The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours of work and other conditions of employment for all custodial and maintenance employees, custodial and maintenance foremen, laborer, and matron, employed by the Board working twenty (20) hours or more per week, but excluding the Director of Operations, the assistant maintenance supervisor, part-time employees working less than twenty (20) hours per week, casual employees, summer student employees, seasonal employees and all other supervisory employees as defined under the Municipal Employee Relations Act.

ARTICLE II **UNION SECURITY AND PAYROLL DEDUCTION**

Section 2.0

Upon receipt of an employee’s signed authorization to deduct membership dues or voluntary agency fees, the Board agrees to deduct from the pay of the employee an amount established and periodically adjusted by the Union.

Such deductions shall continue unless the Board is notified in writing by Council 4 that the employee is no longer a member (or the employee no longer desires to pay an agency fee). Council 4 reserves the right to modify and/or replace any such authorization form.

Section 2.1

Nothing herein shall be construed as requiring an employee to become or remain a member of the Union. An employee is free to join the Union or resign from the Union at any time during the period of this Agreement.

Section 2.2

The amount to be deducted will be specified in writing by the responsible Union official and may be increased or decreased at any time with a sixty (60) day written notice by said Union official to the Employer.

Section 2.3

Deductions as provided above shall be remitted to the Council #4 office of the Union not later than thirty (30) days after such deductions have been made, along with an initial list of the employees from whom the deductions have been made.

Section 2.4

The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of or by reason of action taken by the Board for the purpose of complying with the provisions of this Article.

ARTICLE III **SENIORITY**

Section 3.0

Seniority is defined as the total length of continuous unbroken service an employee has in the bargaining unit for a position covered by this Agreement. The Seniority List as of the signing of this Agreement is attached as Appendix A. In the event the Board determines a layoff is necessary, the Superintendent shall identify the bargaining unit member or members to be affected by the layoff based on seniority, provided that the senior employee(s) are qualified to perform available work. Nothing herein shall require the promotion of a senior employee to a higher classification.

Section 3.1

- A. Newly hired employees shall serve a probationary period of one hundred eighty (180) calendar days starting with the first day they actually work after being appointed, in writing, to a position within the bargaining unit. During the probationary period, an employee shall have no seniority rights and may be terminated in the Employer's discretion, and such termination shall not be the subject of a grievance claim or any other protest under this Agreement by the employee or by the Union.
- B. An employee who has successfully completed the probationary period of employment shall thereafter become a regular employee and shall be credited with time worked during the probationary period for purposes of determining seniority.
- C. An employee's seniority shall cease for any of the following reasons:
 - 1. Voluntary resignation;
 - 2. Retirement;
 - 3. Discharge for just cause;
 - 4. Layoff for lack of work for a period of time equal to the employee's total length of service in the bargaining unit or one (1) year, whichever is fewer; and

5. Failure to return to work on the specified date following recall from layoff or at the conclusion of an approved leave of absence without authorization from the Superintendent.

Section 3.2 - Layoff

- A. A laid off employee shall have recall rights to his/her former position or a lower-rate position that he/she is qualified to perform for a period of one (1) year. No new bargaining unit employees will be hired until all laid off employees who are qualified have been offered the available vacancy.
- B. Bargaining unit employees with the least seniority in the classification in the district shall be laid off first. A two (2) week notice of the layoff shall be provided unless it is impossible or unreasonable for the Board to provide such a notice.
- C. Bargaining unit employees with seniority may bump into an equivalent or lower classification provided that they are qualified. All custodial positions shall be considered one (1) classification for layoff considerations and maintenance positions will be a separate classification.

ARTICLE IV PROMOTIONS – VACANCIES – TRANSFERS

Section 4.0

Prior to being publicly advertised, notice of bargaining unit vacancies that the Board intends to fill or new bargaining unit positions shall be posted in all schools and in the maintenance department for five (5) working days. The posting shall include the title and location of the position. For new positions, the posting shall also include the rate of pay and reference to the job description. The job description shall be provided to the Union. Any employee interested in the position may apply on the District's recruiting and hiring portal prior to the end of the posting period. Existing bargaining unit members who apply shall be considered and interviewed by the Board prior to considering other applicant(s).

Section 4.1

In filling such job openings, the Superintendent shall retain the exclusive right to select the candidate. However, the Board shall give preference to applicants who are currently employed within the bargaining unit with preference for seniority, provided the applicant is qualified in the judgment of the Board or its designee. If two (2) or more bargaining unit members apply for the job opening, the Board shall give preference to the applicant with the greatest seniority if such applicant is the best qualified in the judgment of the Board or its designee. For purposes of filling job openings, an employee shall acquire seniority commencing upon the date of hire as a permanent employee within the bargaining unit.

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 5.0 – Hours of Work

All full-time custodians and full-time maintenance department employees shall work an eight (8) hour work day, forty (40) work hours per week in accordance with Article V, Section 5.1. Except as set forth below, the aforementioned employees shall be provided with a duty free unpaid thirty (30) minute lunch break (unless there is an emergency that prevents this) to be scheduled at approximately the halfway point on their work schedule.

Additionally, such employees will be provided with two (2) fifteen (15) minute paid breaks on a daily basis. Paid break times shall be determined by the respective building principal and the Director of Operations. Times may be altered on a case by case basis and may be changed due to an emergency. All paid breaks must be taken at the assigned locations of work for the day. At no time may an employee leave their assigned location for any paid break.

An employee may request, in writing, to work a straight eight (8) hour work day (with no thirty (30) minute unpaid lunch break) with the two (2) fifteen (15) minute paid breaks taken consecutively in lieu of the thirty (30) minute unpaid lunch break, with prior written authorization from the Director of Operations. The Director of Operations will advise the employee, in writing, within ten (10) work days if his/her request is granted.

Section 5.1

A. For each full-time bargaining unit employee the following schedule will be established:

1. All employees assigned to the first shift shall work the hours of 7:00 a.m. to 3:30 p.m. or 7:00 a.m. to 3:00 p.m., as set forth under Article V, Section 5.0.
2. All employees assigned to the second shift shall work the hours of 2:00 p.m. to 10:30 p.m. or 2:00 p.m. to 10:00 p.m., as set forth under Article V, Section 5.0.
3. The Board shall be allowed to shift the starting times (and corollary ending time) by up to two (2) hours in either direction with, except in cases of emergency, ten (10) working days' notice to the Union and the individual. Such modifications to the starting and ending times may be staggered among employees on a shift.

B. The schedule for permanent part-time employees scheduled to work twenty (20) or more hours each week for at least one hundred eighty (180) days each year shall be determined by the building principal at each location.

Section 5.2 - School Vacation Hours of Work

During the school vacation periods, including the summer months (defined as the period when students are not in school), all employees shall work 7:00 a.m. to 3:30 p.m.

Section 5.3 - Overtime

Overtime opportunity shall be rotated and distributed as equally as possible within classification at each location, provided the employee is qualified to do the job, and it shall be paid at the rate of time and one-half after forty (40) hours in one (1) week. Management personnel shall not perform bargaining unit work on an overtime basis unless all eligible bargaining unit members have refused or are unavailable or the work must be performed due to an emergency condition. Should no employee in the classification where the overtime opportunity exists at the location be available or accept the overtime, management shall offer the overtime opportunity to a bargaining unit employee from a list of employees who have volunteered for available overtime, pursuant to the following:

- A. Bargaining unit employees desiring overtime opportunities are required to sign one or both of the following lists; (1) Location overtime list; (2) District wide overtime list.
- B. These overtime lists shall be maintained separately.
- C. Bargaining unit employees' overtime location list shall be maintained by the Director of Operations or his/her designee.
- D. Bargaining unit employees shall make the Director of Operations or his/her designee aware, in writing, of their addition or deletion from either overtime list.
- E. Bargaining unit employees going on vacation or leave shall notify the appropriate Supervisor or designee, in writing, their desire to remain or to be excluded from the overtime rotation until their return. Forms are available from the appropriate Supervisor.
- F. The Board shall establish a website for the overtime lists. The location and district wide overtime lists shall be maintained by crediting hours in one of the following categories; accept, reject, or unavailable.
- G. In the event an employee refuses a District wide overtime assignment at other schools, he/she shall only be charged on the District wide overtime list.
- H. During the regular work week, if an absence occurs, the following procedure shall be followed:
 - 1. For first shift absences, second shift employees at the location shall be given first priority.
 - 2. Substitutes.
 - 3. Bargaining unit employees from the District wide list.
 - 4. Maintenance bargaining unit employees.

Overtime distribution list shall be available to bargaining unit employees at the office of the Director of Operations.

- I. **Outside Rentals.** A bargaining unit employee shall be assigned to each separate rental as needed, as determined by the Superintendent or his/her designee. In the case of an event where food service will be provided or the activities of the event are disruptive to the daily bargaining unit tasks, employee will be assigned to that event. Assignment to an event means that the employee will be in the general area of the event at all times performing bargaining unit duties unless directed by the event lead to assist in a matter related to the event. At no time should an employee be seated in the audience of an event as a spectator.
- J. Employees working on overtime assignments will be responsible for the security and maintenance of the area being used for the particular activity within the building. A bargaining unit custodian shall be on duty when any inside event or activity takes place in any of the school buildings if the Superintendent or his/her designee deems it necessary.
- K. The Board shall attempt to notify all employees scheduled to work overtime at least seventy-two (72) hours in advance of the start of the overtime shift.

Section 5.4 – Overtime Pay – Time and one-half (1½)

- A. Time and one-half (1½) of the employee's regular straight time hourly rates of pay shall be paid for all hours in excess of eight (8) hours per work day or forty (40) hours-in any one (1) week.
- B. For purposes of computing overtime, paid sick leave shall not be considered time worked. Holidays, personal time and vacations shall be considered as time worked.

Section 5.5 – Overtime Pay – Double Time (2x)

Bargaining unit personnel shall receive two (2) times their hourly rate of pay for all hours worked when:

- A. They are required to work after midnight (excluding call in time, see Section 5.5 B below and snow plowing, see section 5.8 below), on holidays or Sunday performing Board of Education custodial or maintenance work as assigned by their supervisor; or
- B. Excluding snow removal, see section 5.8 below, they are called from home to return to work between the hours of midnight and the start of the employee's regular shift, Monday through Saturday. For such call-ins, regardless of the time, the employee shall be guaranteed a minimum of two (2) hours pay, at the applicable rate, if the employee works at least thirty (30) minutes, provided that the Board may recall an employee during this two (2) hour period and it shall be considered the same call in.
- C. Volunteering and working in an Emergency Shelter in the Stonington School District and with the approval of the Director of Operations or his/her designee.

Section 5.6 - Maintenance Rate of Pay

- A. Whenever custodial employees are assigned to perform maintenance work requiring a special skill and/or taking three hours or more, for temporary periods, they shall receive the higher rate of pay for all hours so assigned.
- B. Set-up or breakdown of any outside athletic activity by any bargaining unit member shall be paid at the maintenance rate.

Section 5.7 – Emergency Dismissals

In the event that any school within the school system is closed by the Superintendent of Schools or his/her officially designated representative, for any reason, it is planned that all employees will be granted simultaneous dismissal from work; however, prevailing circumstances could be such that this would not be possible (for example, building requirements, pupil safety, etc.). Obviously, conditions may vary from building to building and from time to time.

The procedures for such closings will be as follows:

1. The Superintendent of Schools or his/her representative will notify principals of the closing and the time of general dismissal;
2. Principals will designate and notify employees who will be dismissed and who will stay;
3. Employees who elect to leave prior to permission being granted for the general dismissal of all employees may do so only after obtaining permission directly from their principal; and
4. Employees electing to leave prior to the general dismissal will be paid only for the time that they actually work unless with the approval of the principal or Director of Operations the employees electing to leave may be paid for the remaining shift.

Section 5.8 - Snow Removal

When the Superintendent cancels the opening of school, all custodial and maintenance employees will report to work at the direction of the Director of Operations or his/her designee.

If either snow removal or salting is necessary on weekends or outside an employee's normal working hours, all custodial and maintenance employees will report to work at the direction of the Director of Operations or his/her designee. Employees shall be paid two (2) times their regular rate for a minimum of two (2) hours (the two (2) hour minimum shall not apply for shift extensions before or after the employee's regular shift) for all snow removal work.

Section 5.9 - Snow Removal Procedures

- A. When there is 4" or more of snow on the ground, the Director of Operations or his/ her designee shall exercise his/her best judgment on notifying all bargaining unit members of the need to report to work.

- B. This emergency snow crew shall be in effect when school openings are delayed or when schools are to open on their normal start time.
- C. Bargaining unit employees called in from home to work during school days on the emergency snow crew shall report by 7:00 a.m. or as soon as possible.
- D. The Director of Operations, or his/her designee shall notify bargaining unit employees, by phone or Electronic Notification System, as to the status of school closings, delays, or if school will open at the normal start time as soon as he/she has been notified by the Administration.
- E. During the second shift, if snow/freezing rain begins to fall and starts to accumulate/freeze, bargaining unit employees shall be directed by the Director of Operations or his/her designee prior to the end of their shift to remove snow, ice, and/or freezing rain, and to salt if necessary. All entrances shall be cleaned from entrances to the beginning of the blacktop surface.

Section 5.10 - Training Pay

When a custodial or maintenance employee is approved by the Director of Operations or his/her designee and is assigned in writing to train a new employee, and or cross train bargaining unit employees he/she shall be paid a three dollar (\$3.00) an hour differential.

Section 5.11 - On Call Pay

Bargaining unit employees that are asked and accept to be on call by the Board or its designee shall receive twenty-five dollar (\$25.00) per day for all days scheduled to be on call. Bargaining unit employees who are on call and are called in shall receive the applicable overtime rate for all hours worked.

ARTICLE VI **SICK LEAVE**

Section 6.0

In the first year of employment in a bargaining unit position, permanent full-time employees and, on a pro-rata basis, permanent part-time employees (who works for the Board twenty (20) or more hours each work week for at least one hundred eighty (180) calendar days during a contract year) shall be credited with one (1) sick day for each full month of employment through June 30th of the then current contract year. Such sick days may be used upon being credited to the employee in accordance with the language set forth herein.

In the event that an employee has not completed a full year of service by July 1st, the employee will be credited with one (1) sick day per month of full service through June 30th of the then current contract year (pro-rated for part-time employees, as set forth under Article VI, Section 6.0). Such sick days may be used upon being credited to the employee in accordance with the language set forth herein.

Unused sick leave shall be cumulative, so long as the employee remains continuously in the service of the Board of Education. Such authorized accumulation of sick leave shall not exceed one hundred thirty-five (135) working days.

Section 6.1

On July 1st annually, an employee who has completed a full year of service by the previous June 30th shall be credited with twelve (12) sick leave days (pro-rated for part-time employees, as set forth under Article VI, Section 6.0).

Section 6.2

- A. Employees shall enter sick leave using the District's time and attendance portal no later than one (1) hour before the regularly scheduled start of their shift, except the night custodian, who shall provide a minimum of two (2) hours notice. The employee shall be responsible to give only a general notice of the need for sick leave.
- B. A note from the employee's treating physician substantiating illness and the ability to return to work may be required by the Director of Finance and Personnel (or his/her designee) in the event an absence exceeds three (3) working days, or at any time if the Director of Finance and Personnel (or his/her designee) determines it to be in the best interest of the employee or the school district.
- C. Sick leave may be taken in one (1) hour increments.

Section 6.3

Upon approval of the Superintendent (or his/her designee), up to five (5) days of an employee's credited sick days per contract year may be used as family illness days when an employee is precluded from reporting to work as a result of a verifiable illness of a family member, which absence, at the Director of Finance and Personnel's (or his/her designee's) discretion, may be required to be documented by a note from the family member's treating physician.

For purposes of Article VI, Section 6.3, "family member" shall be defined as the employee's spouse or child.

Section 6.4

Employees may be required by the Superintendent of Schools to take a medical, dental, psychological or physical examination, at Board expense, where the Superintendent determines that such an examination is in the best interests of the school system.

Section 6.5

Sick leave may not be used to extend holidays or weekends. In the event a sick day is taken the day before and/or after the weekend and/or a holiday, the Director of Finance and Personnel (or his/her designee) may require any employee who has been advised by written notice (with a copy to the Union) that the Board believes the employee has exhibited either a pattern of abuse or a pattern of absenteeism to submit a note from the employee's treating physician substantiating the employee's inability to work on the day or days which he or she was absent.

Section 6.6

- A. In the event of death, retirement, resignation or incapacity, a permanent employee in good standing (or his/her estate) and permanent part-time employee (or his/her estate) on a pro-rata share who is employed by the Board of Education prior to July 1, 2008, and who works twenty (20) hours or more each week for at least one hundred eighty (180) days each year shall be paid for any unused sick leave, up to a maximum of one hundred twenty-five (125) days, based upon the following schedule:
 - 1. For ten (10) years of employment, an eligible employee or estate shall be paid twenty-five percent (25%) of his/her unused sick leave up to the maximum allowable.
 - 2. For fifteen (15) years for employment, an eligible employee or estate shall be paid thirty-three and one-third percent (33 1/3%) of his/her unused sick leave up to the maximum allowable.
 - 3. For twenty (20) years of employment, an eligible employee or estate shall be paid fifty percent (50%) of his/her unused sick leave up to the maximum allowable.
- B. For twenty-five (25) years of employment, an eligible employee or estate shall be paid sixty percent (60%) of his/her unused sick leave up to the maximum allowable. In each case, the compensation shall be based upon the individual's credited sick days as of the last workday in the individual's final year of employment, provided, sick days credited on July 1st of the employee's last year of service shall be prorated for purposes of such pay out for the period from July 1st through the employee's last workday.
- C. Payment for each unused sick day shall be on the basis of the employee's daily rate based on his/her last salary increase prior to the date of termination.
- D. Compensation for unused sick leave will be part of the final year's salary. In order to allow for budget restrictions, the following regulations must be adhered to:
 - 1. Employees who plan to retire must make this fact known in writing to the Superintendent of Schools not later than six (6) months prior to the beginning of the fiscal year (December 31st) during which such employees expect to leave. Advance notice of intent to leave shall be waived in the event of death, discharge or incapacity.
 - 2. Compensation for unused sick leave will be paid in a paycheck to be issued on a regular payday within the same fiscal year in which the termination occurs.

ARTICLE VII
PERSONAL DAYS AND BEREAVEMENT LEAVE

Section 7.0 – Bereavement Leave

Each permanent employee who is employed by the Board of Education and who works twenty (20) hours or more each week for at least one hundred eighty (180) days each contract year shall be eligible for bereavement leave of up to three (3) days with full pay for absences due to the death of a member of the employee's immediate family.

Immediate family shall be defined as spouse, children, mother, father, mother-in-law, stepmother, father-in-law, stepfather, daughter-in-law, son-in-law, grandparents, sister, brother, sister-in-law, brother-in-law, stepchildren, grandparents-in-law or grandchildren.

Additional time may be granted at the discretion of the Superintendent or his/her designee.

At the Director of Finance and Personnel's discretion, evidence of death must be presented, and such leave is only available when employees are personally involved in the attendance at wakes, religious services, funerals and/or interment.

Section 7.1 – Personal Leave

Each permanent employee and permanent part-time employee who is employed by the Board and who works twenty (20) hours or more each week for at least one hundred eighty (180) days each contract year shall be eligible each year for three (3) days off per year for personal reasons. Personal leave may not be accumulated. The following conditions apply.

- A. Paid personal leave may be granted only for personal reasons that cannot be attended to during non-working hours.
- B. A written request shall be entered into the absence management system for supervisor approval not less than twenty-four (24) hours in advance. In cases of an emergency, the use of a personal day must be approved by the Superintendent or his/her designee.
- C. Personal days may be taken in one-half (½) day increments.

ARTICLE VIII
HOLIDAYS

Section 8.0

The following days will be paid holidays for permanent, full-time, twelve (12) month employees:

Labor Day	New Year's Day
Indigenous People's Day	Martin Luther King Day
Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving Day	Memorial Day
Christmas Day	Independence Day

A Saturday holiday will be celebrated on Friday; a Sunday holiday will be celebrated on Monday, unless where this conflicts with the school calendar. Should this conflict arise, the holiday will be aligned to the school calendar. Should school be in session on any of the paid holidays, each eligible employee will be granted an alternate holiday designated by administration within the same fiscal year of the holiday for which it is substituted.

Section 8.1

Permanent part-time employees, on a pro-rata basis who work less than twelve (12) months, but twenty (20) hours or more each week for at least one hundred eighty (180) days each year, shall receive twelve (12) paid holidays per contract year. To qualify to be paid for Independence Day, the employee must work the day before the holiday and the first scheduled working day after.

ARTICLE IX **VACATIONS**

Section 9.0

All permanent employees who are employed by the Board of Education and who work a minimum of twenty (20) hours per week shall receive a paid vacation for continuous service according to the following schedule.

A new permanent employee in the bargaining unit who is eligible for vacation shall be credited with one (1) vacation day for each full month of employment from their first day of work through their first anniversary date (to maximum of ten (10) days). Such credited vacation days may be used after the employee has completed one (1) full year of service with the Board in a bargaining unit position.

Thereafter, on July 1st annually, employees shall be credited with vacation days based on their full years of service as of July 1st as follows:

2-5 years – 10 days	13 years – 18 days
6 years – 11 days	14 years – 19 days
7 years – 12 days	15 years – 20 days
8 years – 13 days	16 years – 21 days
9 years – 14 days	17 years – 22 days
10 years – 15 days	18 years – 23 days
11 years – 16 days	19 years – 24 days
12 years – 17 days	20 years – 25 days

Vacation time for employees hired after July 1, 2008 shall be capped at a maximum of twenty (20) days. Employees may carry over up to three (3) days of unused vacation from one fiscal year to the next.

All requests for vacation shall be made using the District's absence management system in either one-half (½) or full day increments.

Section 9.1

In the event of the death of an employee, his/her family shall receive the employee's unused credited vacation pay, provided, vacation days credited on July 1st of the employee's last year of employment shall be prorated for purposes of such payout for the period from July 1st through the employee's last workday.

Section 9.2

All vacations are subject to the written approval of the employee's immediate supervisor. No more than one (1) custodian per building shall be approved for vacation at any one time. No vacations shall be scheduled during the period of one (1) week before and one (1) week after the first day of school, and the period one (1) week after the last day of school. No more than two weeks vacation may be taken by any bargaining unit member during the summer months defined as days students are not in school during summer.

Section 9.3

Master Schedule - Within the notification date timeframe set forth below, all employees shall be provided with an opportunity to request vacation time for the months listed. At the conclusion of the notification date time frame, a master vacation schedule shall be developed by the Director of Operations and shall be based entirely on seniority of the individual requests. Employees may request their yearly allocation but may choose any number less than their yearly allocation for this pre-approval process.

Notification Date Timeframe:

February 1-14, 2025
February 1-14, 2026
February 1-14, 2027

For Dates:

September 1, 2025-August 31, 2026
September 1, 2026-August 31, 2027
September 1, 2027-August 31, 2028

After the Master Calendar is finalized, employees may request other vacation dates by notifying the Director of Operations or his/her designee. These requests will be approved on a "first come, first serve" basis.

For requests of less than five (5) days, a minimum of forty-eight (48) hours notice shall be provided. For requests of one week or longer (more than five (5) days), thirteen (13) days notice shall be provided. The supervisor may waive this requirement.

ARTICLE X **JURY DUTY & MILITARY LEAVE**

Custodians and maintenance personnel on jury duty will be paid their regular salary less the amount they receive as jury pay. Employees shall cooperate with the Superintendent of Schools in obtaining an excuse from jury duty if requested. The continuance of such pay is contingent upon submission of evidence of required court presence. Employees who report for jury duty and are excused within the first four (4) hours of their scheduled shift shall be required to report for work on that day.

Any employee called out to active duty shall be governed by the Uniform Services Employment and Reemployment Rights Act (USERRA) upon return from active duty. Any employee called to reserve training of two weeks or less shall be paid the regular salary less the amount they receive in military pay.

ARTICLE XI **WAGES**

In each fiscal year, all employees shall be paid on a bi-weekly basis commencing with the first paycheck issued in the new fiscal year.

There may be a three (3) week period between the last pay in the previous fiscal year and the first pay in the new fiscal year.

In the event that there will be a three (3) week period between the last pay in the previous fiscal year and the first pay in the new fiscal year, the Board will provide the Union with advance written notice and a reasonable opportunity to meet to discuss payment options for such three (3) week period of time. This meeting will be held between the Director of Finance and Personnel, the local union president, and the AFSCME representative.

The Board shall have the option of issuing twenty six (26) paychecks during a fiscal year at its discretion with advanced notification to the employees and the union. All bargaining unit employees shall be paid by direct deposit.

Accordingly, all remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Board to implement direct deposit.

Wage rates are as listed in Appendix B of this Agreement.

ARTICLE XII **INSURANCE**

All permanent employees who are employed by the Board of Education and who work thirty (30) hours or more each week for at least one hundred eighty-six (186) days each year shall receive benefits as described below or substantially equivalent coverage through an alternate carrier. The one employee who currently works twenty five (25) hours per week, for at least one hundred eighty-six (186) days each year shall receive benefits as described below or substantially equivalent coverage through an alternate carrier.

- A. The Board shall provide healthcare coverage through Anthem Blue Cross Blue Shield as shown on the Plan summary attached as Appendix C.
- B. The Board shall provide dental coverage with dental Rider A and Rider B.

- C. **Life Insurance:** The Board will pay one hundred percent (100%) of the cost of a life insurance policy in the amount of sixty thousand dollars (\$60,000.00) for each eligible employee. Employees may increase this to a policy of up to one hundred thousand dollars (\$100,000.00) if it is allowed by the plan, with the additional cost to be covered by the employee through payroll deductions.
- D. Employees who are eligible for health and dental insurance benefits, may elect to waive all health and dental insurance benefits and receive an amount equal to forty percent (40%) of the cost of the premium for single coverage under the HDHP to a maximum of three thousand dollars (\$3,000.00).
- Each employee who waives health insurance benefits must, on an annual basis, provide a signed, witnessed waiver form to the Board and written proof of health insurance coverage (including the period of coverage) under an insurance plan sponsored by an employer or entity that is not affiliated with the Board.
- The waiver will be paid twice a year, on or about December 1st and on or about June 1st. These payments shall continue until such time as the employee's employment with the Board ends for any reason; until his/her election to waive health insurance benefits is revoked; or the employee is no longer covered by a health insurance plan sponsored by an employer or entity that is not affiliated with the Board. In the event that the employee re-enrolls for Board provided health insurance, the employee shall reimburse the Board a pro-rata portion of the money he/she received for waiving the insurance.
- E. Any employee, who retires under the normal retirement age from the Town's Pension Plan, shall be entitled to purchase health insurance through the Board up to the time the employee is eligible for Medicare. Said costs shall be paid by the employee.

ARTICLE XIII **MISCELLANEOUS**

Section 13.0 – Clothing Allowance

Each fiscal year, the Board shall pay the sum of three hundred fifty dollars (\$350.00) to all full-time maintenance employees and the sum of two hundred fifty dollars (\$250.00) to all full-time custodial employees as a clothing allowance.

Each contract year, three (3) uniform shirts shall be provided to each bargaining unit member. If more than three (3) shirts are required, the Board shall provide at no additional cost to the employee. Said uniform shirts shall be worn by employees at all times when on duty except when school is not in session for the summer. Attire shall be kept neat and professional.

Each permanent part-time employee shall receive a clothing allowance equal to one-half of the above.

Section 13.1

Employees, who use their personal automobiles on business assignments, following prior authorization by administration, will be compensated at the IRS approved rate. In addition to a mileage allowance, compensation will be made for related charges such as parking lot fees and toll charges upon presentation of receipts. Employees who use their own automobiles for school business assignments are responsible for the following:

- A. Their own liability insurance;
- B. Payment of all casualty losses due to accident; and
- C. Payment of all fines, including parking tickets.

Section 13.2

The Board shall post a copy of this Agreement on the Board website within thirty (30) days after the signing of both parties.

Section 13.3

Upon written request, and with the prior approval of the Superintendent of Schools, the Union may call meetings at reasonable times and no more than one (1) per month in a school building before or after regular working hours, provided such meetings do not conflict with other scheduled activities or programs.

Section 13.4

Upon twenty-four (24) hours advance notice, the Union Staff Representative who services the bargaining unit will be allowed access to any of the Employer's buildings and/or property where bargaining unit employees are working at any time during regular working hours provided that, during the regular school day, he/she shall first notify the building office of his/her presence in the building, and sign in using the District's security platform, and does not interfere with the maintenance and production work of bargaining unit employees.

Section 13.5

During the life of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work in any part of the Board's operation by the employees of this bargaining unit, nor shall there be any lockout by the Board in any part of the Board's operation affecting employees within this bargaining unit.

Section 13.6

Both parties to this Agreement shall mutually endeavor to cooperate in the enforcement of safety rules and regulations.

Section 13.7

In the event of any illness or injury that results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer from the date of injury or illness, the Board shall have the right to retire or discharge the employee.

ARTICLE XIV

PENSION PLAN

Members of the bargaining unit hired prior to July 1, 2014 shall, during the term of this Agreement, be covered by the Town of Stonington Retirement Plan in accordance with its eligibility requirements and its terms.

Employees hired on or after July 1, 2014 shall be covered by the Town of Stonington 401(a) Retirement Plan in accordance with its eligibility requirements and its terms. Eligible employees shall be required to contribute a three percent (3%) pre-tax contribution toward the 401(a) Plan with the Town of Stonington contributing a five percent (5%) pre-tax contribution, provided, such contribution rates shall be subject to any modifications or amendments to the Plan implemented by the Town of Stonington.

ARTICLE XV

CLASSIFICATIONS

Section 15.1

In the performance of his/her duties, the custodial employee and laborer will be under the direction of the Principal, Director of Operations or his/her designee and subject to the general direction of the Director of Finance and Personnel or his/her authorized representative.

Section 15.2

In the performance of his/her duties, the maintenance employee will be under the control of the Director of Operations and subject to the general direction of the Director of Finance and Personnel or his/her authorized representative.

Section 15.3

Responsibilities. The custodial and maintenance personnel are charged with the responsibility of making the schools safe, clean, warm, sanitary, and attractive and in good repair. Because of the custodian's influence upon children, his/her speech, attitude and manner of dress should reflect the spirit of the school. Custodians will cooperate with the principals, teachers and Director of Operations and represent the school in the community as a responsible citizen and loyal employee of the Board.

ARTICLE XVI

MANAGEMENT RIGHTS

It is recognized that the management of the schools, the control of school property and the maintenance of order and efficiency is solely the responsibility of the Board. Accordingly, the Board retains the right, including, but not limited to, the selection and direction of the working forces, including the right to hire, suspend, discipline or discharge for just cause, to assign, promote or transfer in accordance with the bidding provisions of the Agreement, to determine the amount of overtime to be worked, to layoff employees because of lack of work, to decide the

number and location of its facilities, stations, and buildings, to determine the work to be performed within the bargaining unit, to determine maintenance and repair needs and requirements, to select, procure, design and control equipment and material, to purchase services of others, contract or otherwise, and to make reasonable rules which shall not be inconsistent with this Agreement. Except as these rights shall be specifically limited elsewhere in this Agreement, they shall be reserved for the Board of Education and its authorized representative.

ARTICLE XVII **SAVINGS CLAUSE**

In the event that any article, section or portion of this Agreement is declared invalid by agreement, statute or a legal process, then such specified article, section or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain effective and negotiations concerning the portion ruled invalid shall begin promptly between the parties.

ARTICLE XVIII **CONTRACT INTERPRETATION**

As used in this Agreement, the term "Superintendent of Schools" refers to the Superintendent or his/her designee.

ARTICLE XIX **DISCIPLINARY PROCEDURE**

No employee shall be disciplined without just cause. The employer or employee shall not use any tactics or create an atmosphere that would be used to aggravate, agitate, or cause to infuriate employees, causing a hostile environment.

Disciplinary actions issued to employees shall normally follow this order:

- a. verbal warning
- b. written warning
- c. suspension
- d. discharge

The Board may take disciplinary action without the need for progressive discipline when an offense is of such a nature that warrants it.

The discharge of a probationary employee shall not be subject to the grievance procedure set forth under Article XX.

ARTICLE XX

GRIEVANCE PROCEDURE

Section 20.0 – Definition

A grievance is hereby defined as the misapplication or misinterpretation of a specific section of the contract to a specific employee or group of employees. All grievances shall be in writing on a grievance form and shall be filed within ten (10) working days of the act or omission complained of. All grievances shall set out the specific section of the contract alleged to be misapplied or misinterpreted, the alleged harm or damage to the employee and the proposed resolution to the grievance on a form to be mutually developed between the parties.

Step I

If a bargaining unit member feels that he/she has a grievance, the matter shall first be discussed with either the Director of Operations or his/her designee or the Director of Finance and Personnel in an effort to informally resolve the grievance.

Step II

If the grievance is not settled in Step I, the aggrieved may submit the written grievance described above in section 20.0, Definition, to the Superintendent of Schools within ten (10) working days of the act or omission complained of.

Within ten (10) working days of the receipt of such request, a conference with the aggrieved and/or his/her representative, the Director of Operations or his/her designee and/or the Director of Finance and Personnel and the Superintendent of Schools shall take place.

If the matter is not resolved at this conference, the Superintendent shall within five (5) days give an answer in writing to the Union with copies to the aggrieved employees(s).

Step III

- (a) If the decision of the Superintendent at Step II is not accepted by the aggrieved, the aggrieved shall within five (5) working days make a written request for a meeting with the Board. Said meeting shall take place within twenty-one (21) working days of the written request.
The decision shall be made by the Board of Education within ten (10) working days after the meeting and conveyed in writing by the Superintendent to the aggrieved employee(s) and the Union.
- (b) The Union shall have the right to request mediation of grievance before the Connecticut State Board of Mediation and Arbitration within ten (10) working days of the decision or lack thereof by the Board of Education in Step III (a). Such request shall be in writing and a copy submitted to the Superintendent simultaneously with the request to the state.

Step IV

If no settlement is effected within fifteen (15) working days of the answer at Step III, the Union may process any discharge grievance to arbitration by submitting it to the American Arbitration Association with a written copy to the other party. The Union may process all other grievances to arbitration by submitting them to the Connecticut State Board of Mediation and Arbitration with a written copy to the other party. The applicable arbitration forum shall hear the grievance under its rules and regulations and its decision shall be final and binding upon the Employer, the employee(s) and the Union. All costs of filing for arbitration or the arbitration services shall be shared equally by the parties.

Time

When the Employer fails to render a decision within the time limits specified in the grievances procedure, the Union may proceed to the next step of the grievance procedure. Time limits specified may be extended by mutual agreement in writing.

Section 20.1

The arbitrator shall not have the power to alter, amend, add to or subtract from the provisions of this Agreement and it is understood that the arbitrator shall give the parties the specific benefits negotiated and no others.

Section 20.2

The time limits contained in the Article may be extended by mutual agreement of the parties in writing on a case-by-case basis.

Section 20.3

Timeliness is of the essence. The time limits contained in the Article shall be strictly construed and enforced. Any previous failure to enforce or an agreement to extend, the time limits herein shall not constitute a waiver of those time limits in any future case.

Section 20.4

Up to two (2) bargaining unit members and the grievant shall be afforded the necessary time off without loss of pay for the grievance procedures.

ARTICLE XXI

LONGEVITY

- A. Each permanent employee who is employed by the Board of Education prior to July 1, 2008 and who works twenty (20) hours or more each week for at least one hundred eighty (180) days each year shall be entitled to longevity pay based on the following schedule:

As of July 1st of each contract year, completion of:

- 3 years of full-time employment – 1% of annual salary
- 5 years of full-time employment – 2% of annual salary
- 10 years of full-time employment – 5% of annual salary
- 15 years of full-time employment – 7% of annual salary
- 20 years of full-time employment – 9% of annual salary
- 25 years of full-time employment – 10% of annual salary

Payment for this benefit will commence on the anniversary month of the year during which the employee becomes eligible.

- B. Employees hired after July 1, 2008 will be eligible for longevity as follows:

As of July 1st of each contract year, completion of:

- 5 years\$450
- 10 years\$650
- 15 years\$850
- 20 years\$1,150

Longevity will be paid by separate check on or about the employee's anniversary date.

ARTICLE XXII

LEAVES OF ABSENCE

Leaves of absence without pay for up to six (6) months may be granted by the Director of Finance and Personnel in cases of exceptional need for those employees who have acquired seniority, with a minimum of one (1) year employment. Leaves may be granted for such reasons as military, study or personal business, but not for the purpose of obtaining gainful employment elsewhere. Leaves of absences shall be granted based upon the operational needs of the Board. Leaves of absences shall also conform to the regulations listed in the Family and Medical Leave Act of 1993. Unless required by applicable law, a denial of a leave of absence shall not be subject to the grievance procedure set forth under Article XX.

ARTICLE XXIII
DURATION

Section 23.0

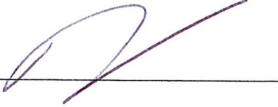
This Agreement shall become effective July 1, 2024 and shall remain in effect until, June 30, 2027 and from year to year thereafter unless either party notifies the other no less than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner. This Agreement constitutes the full agreement of both parties.

Section 23.1

This Agreement shall remain in full force and effect during such negotiations in accordance with the provisions of the Municipal Employee Relations Act.

STONINGTON BOARD OF EDUCATION

**LOCAL 1303 – 170 OF COUNCIL #4
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO**

By: 

By: 

Date: May 9th, 2024

Date: May 17th 2024

By: 

Date: May 17th 2024

Appendix A
Seniority List

Custodians	Seniority Date
Sousa, James	1/13/1982
Carreiro, Ernesto	7/26/1982
Piccolo, Samuel III	6/1/2000
Bogue, Travis Dean	9/28/2001
Botelho, Carlos A	10/18/2004
Cintron, Bombina	8/25/2008
Payne, Evan A	11/10/2016
Woolley, Wesley James	9/15/2017
Piccolo, Scott A	7/30/2018
Green, Bobby	8/21/2018
Moosey, Jordan A	10/18/2019
Primett, Bryan A	12/27/2019
Latham, Kerry	8/21/2020
Gingerella, Jeremy Thomas	9/4/2020
Hines, Robbie Steven	9/8/2020
Lima, Erica A	9/18/2020
Sapia, Caleb	8/4/2021
Sanquedolce, Anthony Joseph III	9/19/2022
Bavasso, Scott	6/1/2022
Amaral, Antonio	8/23/2022
Maintenance	
Mitchell, Robert I Jr.	7/31/2000
Sanquedolce, Jr., Anthony Joseph	4/11/2018
Goins, Joshua D	2/3/2020
Burdick, Kyle	2/8/2023

Appendix B - Wages

<u>Contract Year</u>	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>
	1.0% (steps 1-3) 2.5% (step 4)	2.50%	2.50%
<u>Laborer</u>			
Step 1	\$20.23	\$20.74	\$21.25
Step 2	\$20.66	\$21.18	\$21.71
Step 3	\$21.06	\$21.58	\$22.12
Step 4	\$22.22	\$22.78	\$23.35
<u>Custodian II</u>			
Step 1	\$25.03	\$25.65	\$26.29
Step 2	\$25.56	\$26.20	\$26.86
Step 3	\$26.09	\$26.74	\$27.41
Step 4	\$27.97	\$28.67	\$29.39
<u>Custodian I</u>			
Step 1	\$25.95	\$26.60	\$27.26
Step 2	\$26.47	\$27.13	\$27.81
Step 3	\$27.00	\$27.67	\$28.36
Step 4	\$28.42	\$29.13	\$29.86
<u>Maintenance</u>			
Step 1	\$27.79	\$28.48	\$29.19
Step 2	\$28.31	\$29.02	\$29.74
Step 3	\$28.83	\$29.55	\$30.28
Step 4	\$30.39	\$31.15	\$31.93
<u>Skilled Trades</u>			
Step 1	\$33.99	\$34.84	\$35.71
Step 2	\$34.51	\$35.37	\$36.26
Step 3	\$35.03	\$35.90	\$36.80
Step 4	\$36.82	\$37.74	\$38.68

- Bargaining unit employees not at the top step during the 2023-2024 contract year will move up one (1) step on the salary schedule on July 1, 2024.
- Bargaining unit employees not at the top step during the 2024-2025 contract year will move up one (1) step on the salary schedule on July 1, 2025.
- Bargaining unit employees not at the top step during the 2025-2026 contract year will move up one (1) step on the salary schedule on July 1, 2026.

NOTE: Management reserves the right to hire new personnel up to and including step 3.

NOTE: If an employee is hired above the first step, he/she will have a one hundred eighty (180) calendar day probationary period. At the end of the probationary period, there will be no increase until the following July 1st.

NOTE: The Working Foreman position will receive a one dollar and fifty cent (\$1.50) per hour differential.

APPENDIX C

The Board will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis (July 1st to June 30th) with open enrollment to be available in June.

The HDHP shall have a \$2,000.00 single and \$4,000.00 two-person/family deductible for in network services.

Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$10.00 Generic/\$25.00 Brand Name/\$40.00 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

- Does not cover bariatric procedures;
- Infertility benefits are subject to the state mandate limits;
- High-cost diagnostics: 0% after deductible (in-network). Prior authorization required.

Out of pocket maximum: in network \$4,000.00 for the individual and \$6,850.00 for the family.

Out of network medical services will be subject to an 80% plan/20% member coinsurance.

Out of pocket maximum: out of network \$4,000.00 for the individual and \$8,000.00 for the family.

Prescription Plan will include:

1. Prior Authorization & Quantity Limits
2. Required specialty channel/ Co-Pay assistance program

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

- For the duration of this Agreement, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA"). The Board's contribution will be deposited in two installments, with the first one-half of the Board's contribution being deposited into the HSA accounts on the first payroll in September and the second half of the Board's contribution deposited in the first payroll in January of each year.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account.

A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

A health reimbursement account (“HRA”) will be offered to any eligible employee for health insurance who is not eligible for a HSA. The Board’s annual contribution toward the HRA shall be equal to the annual contribution toward the HSA (based upon the employee’s level of insurance (single, single + 1 or family)).

A new employee shall be eligible for coverage under the health and dental insurance plans offered by the Board effective on the first day of the month subsequent to the date that he/she commences work for the Board.

Additionally, an employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30th of the applicable contract year.

Premium Share Contribution

July 1, 2024 – June 30, 2025:	nineteen (19%)
July 1, 2025 – June 30, 2026:	nineteen and one-half (19.5%)
July 1, 2026 – June 30, 2027:	twenty percent (20%)

In the event that the Board’s renewal rate from a contract year to the subsequent contract year increases by five percent (5%) or more, the parties agree that the Board may change or substitute insurance plans (or carriers) provided the level of benefits are substantially equivalent to or better than the existing plan. The “substantially equivalent to or better than” standard shall be applied on an overall plan benefit basis and shall not be benefit specific.