AGREEMENT

BETWEEN THE

DARIEN BOARD OF EDUCATION

AND THE

DARIEN SCHOOL CUSTODIANS' UNION

LOCAL 1303-214 OF COUNCIL #4, AFSCME, AFL-CIO

EXPIRES JUNE 30, 2028

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To be Revised

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ARTICLE I – RECOGNITION

Section 1. The **Darien Board of Education** (the "**Board**") recognizes that the **Darien School Custodians' Union, Local 1303-214 of Council #4, AFSCME, AFL-CIO** (the "**Union**") represents (a) the full-time custodians employed by the. The Union recognizes that the Board has the exclusive right to manage its physical plants and direct its affairs and working forces, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement.

Section 2. As used in this Agreement, the terms "Employee" and "Employees" shall refer only to persons included within the bargaining unit represented by the Union.

Section 3. As used in this Agreement, the term "Director of Facilities" shall refer only to the Board's Director of Facilities or his or her designees.

Section 4. As used in this Agreement, the term "Director of Human Resources" shall refer only to the Board's Director of Human Resources or his or her designees.

Section 5. As used in this Agreement, the term "Superintendent" shall refer only to the Board's Superintendent or his or her designees.

ARTICLE II - SENIORITY

Section 1. For Employees hired before July 1, 2016, seniority is defined as the length of continuous employment with the Board. For Employees hired July 1, 2016 and thereafter, seniority is defined as the length of continuous employment with the Board in this bargaining unit.

Section 2. The Director of Human Resources will, at the request of the President of the Union, furnish the Union a seniority list indicating each individual Employee's regular straight-time hourly rate of pay for the year. Employees classified as probationary shall be listed only numerically.

ARTICLE III - VACANCIES, PROMOTIONS AND LAYOFF

Section 1. When a vacancy in a higher category recognized as being within the scope of the bargaining unit occurs, such vacancy will be published electronically on the website of the Board and electronically mailed to the Union President and the Head Custodians at each school. All bargaining unit applicants will be interviewed prior to any other candidates. Bargaining unit applicants will be interviewed by the building principal and the Director of Facilities. If no acceptable bargaining unit member is selected, the vacancy will be posted internally ***again*** and any new applicant who is a member of the bargaining unit will be interviewed by the building principal and the Director of Facilities. In filling vacancies, the Board will give priority to current Employees provided that, as determined by the Superintendent or designee, any such Employees possess the skills, training, experience (including history of job performance), potential for leadership, successful interview and other relevant characteristics to fulfill the job responsibilities.

When choosing between two members of this bargaining unit to fill a vacancy, the Board shall consider the seniority of such applicants in deciding which applicant to select but seniority shall not be the sole factor in making any such decision. All promotion cases will be determined on individual assessment by the Administration. Such assessment will be made keeping the best interest of the school system in mind.

Internal candidates not selected for a vacant position will be notified by the Superintendent or designee. Each internal candidate may request a meeting with the Director of Human Resources and the reason(s) for not selecting the Employee will be provided. If an internal applicant remains unsatisfied with the hiring decision, he/she may request a meeting with the Superintendent.

If the Board determines that there is no acceptable candidate within the bargaining unit, the position will be open to candidates other than bargaining unit members.

Section 2. Lateral transfers are the sole decision of the Director of Facilities and are not subject to the grievance procedure. Any individual desiring a transfer, promotion, or change in category will indicate his/her desire in writing to the Director of Facilities. All requests will be answered within a ten (10)-day period.

Section 3. **(a)** In the event the Board decides to lay an Employee or Employees off for lack of work, the least senior Employee or Employees in the classification from which the layoff will occur will be laid off first, provided the more senior Employees in that classification are qualified, in the judgment of the Board, to perform the work remaining after the layoff.

(b) An Employee laid off shall have the option to displace a junior Employee who is the least senior in a lower classification, provided the Employee laid off has demonstrated, to the satisfaction of the Board, the ability to do the work that will be required, after the layoff, of the Employee to be displaced.

(c) Employees laid off from employment with the Board will, if they file a request with the Board in writing within five (5) days after the date of layoff, remain eligible for recall for a period of time equal to their respective seniority at the time of layoff up to a maximum of one (1) calendar year following the date of layoff. Such eligibility for recall will be to a position for which they are qualified, in the judgment of the Board, in the classification from which they were laid off or in a lower classification than the one from which they were laid off. Such recall will be in reverse order of layoff, provided the person in line for recall is qualified, in the judgment of the Board, to perform the work available. An Employee on the recall list will lose his or her recall rights if he or she: (i) fails to respond to a notice of recall within ten (10) regular workdays after delivery of said notice sent to the address on the Board's records, or (ii) fails to report for work when scheduled after acceptance of recall, or (iii) refuses an offer of recall.

ARTICLE IV - MANAGEMENT RIGHTS

The administration and operation of the schools, the determination of the extent to which the schools shall be operated, the direction of the custodial staff, and the exercise of all authority which is neither prohibited by statute nor by the specific provisions of this Agreement, shall remain vested exclusively in the Board acting by itself or through its agents and assigns.

ARTICLE V - HOURS OF WORK

Section 1. For all Employees forty (40) hours shall constitute a normal week's work, Monday through Friday, and eight (8) hours shall constitute a normal day's work.

Section 2. **(a)** The Board may establish individual starting times for Employees assigned to work a regular day shift at any time between 6:00 a.m. and 3:00 p.m., inclusive.

(b) Nothing in this Section shall prevent a rearrangement of the work schedules subject to the approval of the Union and the Director of Facilities, provided that this provision shall not prohibit the Board from employing an Employee on a part-time basis to work on Saturday at a regular straight-time hourly rate.

Section 3. Employees shall use the electronic time documentation system provided by the Board, and in the manner prescribed by the Board, to record the hours they actually perform work for the Board. Employees shall record all absences from work in the electronic absence management system provided by the Board, and in the manner prescribed by the Board, to record any absence from work and the reason for such absence.

ARTICLE VI - JOB RESPONSIBILITIES

Section 1. On each occasion when a custodian must work alone in his/her building because of the absence of an Employee regularly assigned to the same building, such custodian shall notify the Director of Facilities or his/her designee as soon as practicable. The Director of Facilities or his designee will determine whether additional coverage is needed and, if so, whether **(a)** to provide such custodian with a helper or **(b)** to require the custodian to work beyond the end of his/her regular shift in order to complete the work required. In either case, the Director of Facilities shall determine whether and to what extent the custodian and/or the helper must work beyond the end of the regular shift. The Director of Facilities will continue to consider reasonable requests by the custodian or helper involved to be excused from unscheduled overtime.

Section 2. **(a)** The Head Custodian or his/her designee will check his/her building on weekends and during other extended periods from time to time as assigned by the Director of Facilities. Time spent performing building checks, as assigned, and any work required to be performed as a result of such checks will be considered time worked. An Employee who performs a building check as assigned will be paid a minimum of one hour at one and one-half times his or her regular straight-time hourly rate of pay.

(b) The Head Custodian, or custodian as outlined in the emergency procedures, must respond to police calls when made concerning the security of the building. The Board shall pay the Head Custodian or designee three (3) hours at one and one-half times his or her regular straight-time hourly rate of pay for responding to an alarm or police call. The rate of pay will be two (2) times the regular straight-time hourly rate if the call is on a Sunday or holiday.

Section 3. Custodians will be responsible for clearing of all walks and accesses to their buildings at all times, including snow removal.

The outside work responsibilities of the custodians will be defined by the Director of Facilities.

Section 4. Custodians will be expected to be on duty in the cafeteria/lunchroom during the lunch period to handle emergency clean-up tasks. They will not be expected to do more than one (1) general clean-up during the lunch period. Disciplining of students will be the responsibility of the administrator, teacher, or aide on duty in the cafeteria/lunchroom.

Section 5. When schools are cancelled by the Superintendent and custodians report to work for snow removal, once the snow shoveling/cleanup has been completed within their assigned schools those employees will be excused from work without loss of pay

ARTICLE VII – PART-TIME AND NIGHT SHIFT EMPLOYEES

Section 1. The Board shall have the right to hire part-time Employees without being bound by this Agreement.

Section 2. The Board shall have the right to hire full-time night Employees.

Section 3. The above two practices will not be used to reduce the present workforce.

Section 4. The Board will make two way radios available to second shift custodians who work alone so they can communicate with staff in other buildings in case of emergencies.

ARTICLE VIII - PROBATIONARY PERIOD

Section 1. The first six (6) months of continuous service will be a probationary period during which time an Employee has no seniority standing and will be subject to transfer, demotion, layoff, or discharge for any reason or no reason at the sole discretion of the Director of Facilities. During the probationary period, the transfer, demotion, layoff, or discharge of a probationary Employee is not subject to grievance. The Group Health Insurance Program set forth in Article XI hereof will be extended to probationary Employees in accordance with the provisions of the Group Plan.

Upon satisfactory completion of the probationary period, the Employee will be placed on the seniority list and his/her seniority will be dated back to the beginning of his/her employment.

Section 2. Any Employee promoted on or after the effective date of this Agreement shall be on probation in the new position for the first six (6) months of such assignment. If the promoted Employee does not successfully complete the probationary period, he or she shall **(a)** be assigned to an available vacancy in a custodial position with a schedule similar to the one from which he or she was promoted and which he or she has demonstrated the ability to perform; or, **(b)** if no such vacancy exists, he or she will be given the option to displace a junior Employee with a schedule similar to the one from which he or she was promoted, in accordance with and subject to the provisions set forth in Article III, Section 3 (b).

ARTICLE IX - WAGES

Section 1. **(a)** Regular straight-time hourly rates of pay for work performed by Employees in all classifications after the effective date of this Agreement and retroactive to July 1, 2025 during the fiscal years 2025-2026, 2026-2027 and 2027-2028 are set forth on schedules contained in Appendix A attached hereto. The salary for any Employee hired on or after July 1, 2022 shall be according to the salary schedule contained in Appendix D attached hereto.

(b) Any pay increase for a new Employee will be based upon six (6) months or more of satisfactory service.

Section 2. Employees whose service is not considered satisfactory will be so notified during conferences with the Director of Facilities, and such Employees may have their pay increases withheld, in which event they will continue to be paid at their old pay rate. Conferences concerning unsatisfactory performance will take place at least twice during the work year. All reviews concerning the work performance of Employees covered by this Agreement will be completed by the Director of Facilities, the principal of the particular school (or his/her designee) and, in the case of the high school and middle schools, the Head Custodian of the particular school. Upon attainment of satisfactory performance, the Employee whose pay increase was withheld will be paid at his/her new pay rate.

Section 3. **(a)** A custodian, other than an Assistant Head Custodian, assigned by the Director of Facilities to substitute for a Head Custodian during the school year shall be paid an additional stipend equal to $20.00 per day, for each day he or she so substitutes, as assigned.

(b) Regular salary shall be paid on Friday on a bi-weekly basis.

(c) All Employees will be paid through direct deposit to their personal bank account and the Employee's pay advice shall be provided electronically.

Section 4. **(a)** Subject to the foregoing, Employees shall be paid at the overtime rates set forth below for all time they work under the following circumstances, respectively:

(1) At one and one-half times their regular straight-time hourly rates for all time they work:

(A) in excess of forty (40) hours in a payroll week;

(B) on Saturday, provided that they were paid for forty (40) hours during their normal work week in that same payroll week;

(C) on a holiday recognized in this Agreement, provided they are eligible for holiday pay for that holiday;

(2) At two times their regular straight-time hourly rates for all time they work on Sunday and all holidays enumerated in ARTICLE XII of this Agreement, provided that they were paid for forty (40) hours during their normal workweek in that same payroll week and such overtime work is specifically assigned or approved by the Director of Facilities.

(b) Authorized absences utilizing sick days or personal days, authorized vacation time off and time off on holidays recognized by this Agreement for which the Employee is eligible to receive holiday pay will be counted as time worked for the purpose of determining the eligibility for pay at the overtime rate.

(c) There will be no pyramiding of overtime.

Section 5. **(a)** When a custodian is called back to work in an emergency, his/her time shall start one-half hour prior to arrival at the job site, and the Board shall pay him or her a minimum of three (3) hours (including the half-hour prior to arrival) at the applicable rate of pay for all such emergency call backs, provided the Employee is assigned to perform such work.

(b) Each Employee called in by the Director of Facilities to perform unscheduled emergency work on a Sunday or holiday recognized by this Agreement will be paid at a rate equal to two (2) times his or her regular straight-time hourly rate for all time he or she works on such emergency on such days.

Section 6. **Longevity:** Each Employee who, as of July 1 of any fiscal year during the term of this Agreement, has successfully completed at least ten (10) years' service in the bargaining unit will be paid a longevity premium that year in accordance with the annual amount for which he or she qualifies according to the chart set forth on Appendix A attached hereto. The longevity payment for which the Employee qualifies will be reduced to a "regular straight-time hourly longevity rate" and added to the eligible Employee's regular straight-time hourly rate set forth on Appendix A attached hereto effective at the beginning of the first payroll period commencing after July 1.

Section 7. **Trade Compensation** Any custodian assigned to work one of the skilled maintenance positions listed below for more than two (2) consecutive eight hour work days will be compensated at an hourly rate of $3.00 more than their normal hourly custodial rate. Such compensation will be retroactive to the first day assigned to work the trades position. Any such assignment must be authorized by the Director of Facilities.

a. Carpenter
b. Painter/Carpenter

c. HVAC technician
d. Plumber
e. Electrician
f. Groundskeeper/Mechanic

ARTICLE X - VACATION

Section 1. **(a)** Vacation time for full-time Employees shall be as follows:

after 1 year of service:	2 weeks (10 days)
after 4 years of service:	3 weeks (15 days)
after 9 years of service:	4 weeks (20 days)
after 19 years of service:	5 weeks (25 days)

An Employee's date of hire will be used for determining completed years of service.

(b) Upon satisfactory completion of their respective probationary periods of employment, full-time Employees shall earn vacation benefits set forth in subparagraph (a) in this Section 1 at the following rates, retroactive to their first full month worked:

Maximum Vacation Time Based on Length of Service	Amount of Vacation Earned Per Month Worked
2 weeks (10 days)	.83 days per month worked
3 weeks (15 days)	1.25 days per month worked
4 weeks (20 days)	1.66 days per month worked
5 weeks (25 days)	2.08 days per month worked

For full-time Employees who have satisfactorily completed their respective probationary periods of employment, the Board shall frontload in the electronic absence management system provided by the Board the applicable vacation time set forth in subparagraph (a) in this Section 1. Payment for any vacation time that an Employee has used but not accrued under this subparagraph (b) prior to the Employee's separation from employment with the Board shall be deducted from the Employee's final paycheck.

(c) As used in subparagraph (b) of this Section, a "month worked" is any calendar month in which the Employee worked at least one-half the available regular workdays, as scheduled; and the sick days recognized under Article XIV and holidays recognized under Article XII shall be considered days worked.

Section 2. All vacations are to be taken each fiscal year (July 1 – June 30) and vacation shall not be approved the week prior to the start of school, the first week of school and the last two weeks of school, except as approved by the Superintendent or designee in extraordinary circumstances.. All requests for vacation time off shall be submitted in writing to the Director of Facilities at least seven (7) days in advance whenever possible.

Section 3. (a) The Director of Facilities will make a reasonable effort to grant the vacation time off requested by each Employee, provided that the Director of Facilities will continue to have the right to reject any request or all requests for any specific period of vacation time off based on his or her reasonable judgment as to the anticipated needs for custodial services. The Director of Facilities will, at his or her sole discretion, assign vacation time off to any Employee who fails to give the Director of Facilities his requests for time off as required.

(b) Adjustments to vacation time may be made by mutual agreement of the Employee and the Director of Facilities. No Employee may take vacation time off without prior approval of the Director of Facilities. Nothing herein will be construed or applied (1) to require the Director of Facilities to grant any requests for vacation time off for any period of time in which, based on his reasonable judgment, the needs of the system can not accommodate vacation time off, or (2) to prevent the Director of Facilities from canceling scheduled vacation time off based on the Director of Facilities' reasonable judgment as to the anticipated needs for custodial services. Vacation time may not be accumulated from year to year except as expressly specified in Section 5 below.

Section 4. (a) Employees will be paid on the regular pay dates unless they notify the Director of Facilities' office in writing at least one (1) month prior to their vacation that they wish to have payment in advance. There will be no other means by which vacation pay will be provided prior to vacation periods.

(b) Employees who are on sick leave will be considered continuously employed for the purpose of computing the amount of vacation leave.

(c) In the event of regular military service, retirement, resignation, or layoff, accumulated vacation credit for the current year shall be paid in full.

Section 5. In the event the Director of Facilities directs an Employee to cancel scheduled vacation time which can not be rescheduled at a time during the balance of the fiscal year that is mutually satisfactory to the Employee and the Director of Facilities, the Director of Facilities, at his or her discretion, will either permit the Employee to carry such vacation time over to the ensuing fiscal year or pay the Employee for such vacation time in *lieu* of such carry-over or a combination of both. Employees who are eligible for twenty (20) or more vacation days annually may, at their option, defer five (5) of said vacation days to the next succeeding calendar year provided that such a deferral will not disrupt the normal flow of the work in the opinion of the Director of Facilities. No more than five (5) unused vacation days may be carried over to the next or any subsequent year. The vacation time deferred in accordance with the foregoing provision shall be used in the next succeeding year.

ARTICLE XI
INSURANCE PLAN

Section 1. **Medical Plan.** The Board will make comprehensive group hospitalization and medical coverage, as described herein, available during the term of this Agreement to each eligible Employee who applies for it and to his or her eligible dependents. Covered services will be made

available at a level that is substantially equivalent to the level of covered services available under the medical plan in effect as of ratification of this Agreement (the "Medical Plan"), subject to the terms and conditions set forth in the Medical Plan and in this Article.

The primary medical plan will be the High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) as outlined in Appendix B.

The Board will contribute fifty percent of the deductible for active Employees participating in the HDHP. The Board will pay fifty percent of its share of the deductible on July 1 and the remaining fifty percent on January 1.

Plan Deductibles.

Single	$3,000
Two-Person	$6,000
Family	$6,000

Prescription Drug Coverage. The following co-pay program for covered prescription drugs after the HDHP deductible is met will apply:

At retail for dosages up to thirty-four (34) days:

- Generic: $5.00 ($10.00 when permitted by law)
- Formulary: $35.00
- Non-Formulary: $40.00

Via Mail Order for dosages up to ninety (90) days:

- Generic: $20.00
- Formulary: $70.00
- Non-Formulary: $80.00

Those employees ineligible to participate in the HSA may participate in a Health Reimbursement Arrangement (HRA) with the same terms as the HSA.

Section 2. Dental Plan. The Board will make comprehensive group dental insurance coverage available during the term of this Agreement to each eligible Employee who applies for it and to his or her eligible dependents. Covered services will be made available at a level that is substantially equivalent to the level of covered services available under the dental plan in effect as of ratification of this Agreement (the "Dental Plan"), subject to the terms and conditions set forth in the Dental Plan and in this Article.

Section 3. (a) Means Of Providing Coverage And Terms. The Board may self-insure the Medical and/or Dental Plan in whole or in part or, upon termination of an insurance contract with any carrier, may enter into an insurance contract with the same or a different carrier to provide covered services at a level that is not significantly diminished from the level of covered services in effect as of ratification of this Agreement. The Board will provide the Union with as much advance notice as practicable of its plan to change the means by which it provides such covered

service or to self-insure, which, under normal circumstances, shall be not less than sixty (60) days in advance.

(b) **Deductible, Coinsurance, Co-pay Requirements.** Covered individuals must meet any and all deductible, coinsurance and/or co-pay requirements set forth in the Medical and/or Dental Plans, whether established by the Board's primary carrier, in an available alternate plan to which the Employee subscribes and/or by the care/service provider.

(c) **Cost Containment.** Covered individuals must comply with any and all of the requirements set forth in the Medical and/or Dental Plans, an available alternate plan to which the Employee subscribes and/or by the care/service provider concerning pre-certification, pre-admission testing, utilization review, second opinions and other such cost control and utilization monitoring provisions.

(d) Coverage: Management agrees to review the statewide health insurance proposals at least annually for its appropriateness to Darien.

Section 4. Cost of Coverage. The Board and each covered Employee will share the cost of the Medical Plan and Dental Plan coverage, as described above, that the Employee elects for him- or herself and his or her dependents from among the coverage that the Board makes available and for the Long-Term Disability coverage the Board provides Employees, as described below.

EFFECTIVE DATE.	BOARD'S PREMIUM SHARE.
July 1, 2025– June 30, 2026	Seventy-nine percent (79%)
July 1, 2026 – June 30, 2027	Seventy-eight- and one-half percent (78.5%)
July 1, 2027 – June 30, 2028	Seventy-eight percent (78%)

Section 5. Life Insurance. The Board will provide group term life insurance coverage for each Employee in an amount equal to two (2) times the Employee's annualized regular straight-time hourly rate of pay then-applicable as set forth on the schedules set forth on Appendix A hereof, rounded to the next highest thousand dollars. Employees will not be required to contribute to the premium for such coverage.

Section 6. Long Term Disability. Effective July 1, 2004, the Board share of the premium for coverage under the Long-Term Disability Plan that the Board makes available will be equal to eighty percent (80%) of the premium cost. The Board shall make long-term disability coverage available to each regular full-time Employee who has completed at least five (5) continuous years service as a Custodian in the Darien School System in order to provide protection from the loss of

income in the event the Employee becomes totally and permanently disabled as defined by the terms and conditions set forth in the policy providing such coverage, and the following:

(a) The maximum monthly benefit payable under the coverage shall be 60% of the Employee's regular monthly pay as of his or her last day worked, up to a maximum monthly disability payment of $2,000.

(b) Monthly disability payments will begin after a 180 day waiting period and will continue to be made each month thereafter during the period of the Employee's total and permanent disability until the Employee ceases to be totally and permanently disabled, dies, reaches age 65, or becomes eligible for disability or normal, unreduced retirement under the Town of Darien Retirement Plan, whichever occurs first.

(c) Monthly benefit payments will be reduced by any amount paid the Employee through workers' compensation, social security, other disability plans, retirement benefits, including but not limited to, normal and disability benefits, and any other offset normally found in long-term disability policies.

Section 7. Auto Vandalism. The Board will reimburse each Employee up to a maximum of $250 (or such lesser amount that is equal to the deductible under the Employee's own automobile insurance policy) for damage to his or her automobile caused by vandalism while the automobile was parked on school property at a time when the Employee was engaged in performing his or her job responsibilities.

Section 8. Dependent Care and Limited Purpose Reimbursement Account Plan. Effective July 1, 2016, the Board will make available to covered Employees a Dependent Care and Limited Purpose Reimbursement Account Plan in accordance with and subject to the provisions of Section 125 of the Internal Revenue Code.

Section 9. General Provisions.

(a) Plan Year. "Plan Year", as used in this Article, is hereby defined as the Board's fiscal year (July 1 - June 30), unless the Board decides to change the Plan Year and so notifies the Union.

(b) Eligible Dependents. No Employee may extend to his or her dependents coverage under any of the Plans provided by this Agreement unless the Employee is covered by such Plans.

(c) Disputes Relating to Benefits. Eligibility for benefits shall be determined exclusively in accordance with the provisions of the respective insurance contracts acquired by the Board to provide covered services, and any dispute relating to eligibility for or the amount of covered services or benefits in any individual case shall be processed by the Employee directly with the respective insurance carrier and shall not subject the Board to any claim in any forum. In

no event shall the Board be considered to be an insurer or a guarantor of any covered services or benefits.

(d) Change of Insurance Carriers. The Board shall have the sole discretion to choose its primary carrier, to change carriers and/or to self-insure in whole or in part, provided that the level of covered Medical and Dental services described in Sections 1 and 2 are not significantly diminished.

Section 10. Retiree's. Upon retirement, an Employee hired prior to July 1, 2016 who has completed at least ten (10) years of continuous service and is between age 62 and normal Social Security retirement age or is eligible for the Town of Darien's Retirement Plan "Rule of 80" shall receive a one-time payment of $15,000.

Section 11. Coverage in the of Event of Illness/Injury. For an Employee absent because of his/her illness or injury, the Board shall, for a period not to extend beyond three (3) consecutive calendar months immediately following the expiration of his/her sick leave benefits, continue to provide the health insurance coverage set forth in Section 1 above, provided the Board shall not be required to provide greater coverage or pay a higher premium amount than it provided and paid on the Employee's behalf as of his/her last day worked. The Board shall not be required to continue group insurance coverage, as aforesaid, more than once for the same Employee in any period of five (5) consecutive fiscal years. Such Employee shall cease to be an Employee and shall have no right to return to work or to bring claims against the Board after the expiration of one (1) calendar year immediately following his/her last day worked, provided that, for a period of two (2) calendar years immediately following the expiration of the aforesaid one (1) calendar year, the Employee shall, upon application for available work in the Custodians' bargaining unit which he/she has demonstrated the ability to perform, be given preference over other applicants who have not previously worked for the Board. In the event of injury on the job, the one (1) calendar year period will begin at the termination of worker's compensation.

Section 12. Vision Plan The Board will make a vision plan available during the term of this Agreement to each eligible Employee. The Board shall have the sole discretion to choose its primary vision benefit carrier, to change vision benefit carriers and/or to self-insure in whole or in part, provided that the level of covered vision benefits is substantially equivalent to the prior coverage.

ARTICLE XII - HOLIDAYS

Section 1. **(a)** The paid holiday schedule is as follows:

New Year's Day	Labor Day
Martin L. King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Good Friday	Christmas Eve Day
Christmas Day	Memorial Day Two floating holidays
Independence Day	

Rosh Hashanah and Yom Kippur will be recognized as holidays as long as they fall on a regular workday. If Christmas Eve Day does not fall on a regular workday, the Day after Christmas will be recognized as the paid holiday.

(b) The paid holiday schedule will be in accordance with the school calendar adopted by the Board.

Section 2. **(a)** When a paid holiday falls at a time when an Employee is on vacation, the day will not be included as part of his/her vacation time.

(b) When a paid holiday falls during a time when an Employee is absent due to illness or injury and receiving sick leave benefits, the paid holiday will not be counted as a sick day. Employees who continue a period of absence for more than ten (10) consecutive days after having exhausted their sick leave benefits will no longer be eligible for holiday pay.

Section 3. A floating holiday is a paid holiday which an Employee may request to use on any regular work day during the fiscal year without loss of regular pay.

All floating holidays must be approved in advance by the Director of Facilities. The Director of Facilities will grant requests for floating holidays unless the department work demands make it impracticable to do so. In the event that more than one (1) Employee requests a floating holiday on the same day and departmental work demands make it impracticable to honor each request, the requests will be granted on a first come-first served basis. If more than one (1) request is made at the same time, seniority will be the deciding factor.

ARTICLE XIII - RETIREMENT PLAN

All Employees covered by this Agreement shall be covered by the Town of Darien Municipal Employees Retirement Plan, or any other retirement plan adopted by the Town of Darien, as well as the Social Security Retirement Plan. Eligibility will be determined under the regulations of the Darien Retirement Board, and disputes concerning eligibility, benefits and other matters relating to retirement shall not be subject to the Grievance and Arbitration procedure set forth in Article XIX hereof.

ARTICLE XIV - SICK LEAVE

Section 1. **(a)** A "sick day" shall be defined as any regularly scheduled workday on which the Employee is required to be absent from work because of a legitimate illness or injury and does not lose regular pay for such day of absence.

(b) Each Employee shall earn 1.25 "sick days" per month up to a maximum of fifteen (15) "sick days" per year of service.

(c) Unused "sick days" may be accumulated from year to year up to a maximum of one hundred and thirty-five (135) "sick days".

Employees shall be permitted to use the forty (40) hours of sick leave accrued in accordance with Conn. Gen. Stat §§ 31-57r et seq (the "Statutory Sick Leave") in accordance with the provisions of such statutory requirements, notwithstanding any provisions in this section to the contrary. For any sick leave accrued beyond the Statutory Sick Leave, the provisions in this article shall apply.

Section 2. In order for Employees absent for three (3) consecutive days to qualify for such leave benefits, the Employee may be required to submit to an examination by a medical doctor of his or her choice. Failure of any Employee to submit to such an examination when deemed necessary by the Director of Facilities shall bar the Employee from any sick leave benefits for which he or she may be eligible under the terms of this Agreement.

This provision shall not be construed or applied to prohibit the Director of Finance and Operations from taking reasonable steps to verify the reason given for any absence for which the Employee seeks sick leave benefits.

The Board reserves the right to require an Employee to submit to an examination by a physician selected by the Director of Human Resources at the Board's expense at any time.

Section 3. Any Employee who attempts to utilize a sick day on any regular work day when schools are closed for students due to snow (a "Snow Day") shall, within a reasonable time after any such absence on a Snow Day, provide a statement from the Employee's physician confirming that (i) the Employee visited the physician in connection with the medical reasons for which the Employee was absent on the Snow Day; (ii) the Employee's absence on the Snow Day was for medical reasons; and (iii) the Employee's medical condition prevented the Employee from performing the Employee's job on the Snow Day. The Superintendent or designee may require the Employee to undergo an examination by a Board-appointed physician at Board expense to verify this information.

Any Employee who attempts to utilize a sick day on a Snow Day and who fails to provide the medical statement required in this Section or whose medical statement has been reviewed and rejected by a Board-appointed physician shall not be permitted to utilize a sick day for such absence.

In the event that the Governor of the State of Connecticut declares a weather related state of emergency and travel ban, employees shall not report to work but will be paid for the day without accessing accrued personal or vacation days

Nothing in this Section shall be construed or applied to limit or modify the Board's rights under Section 2 of this Article XIV.

Section 4. **TAX SHELTERED ANNUITY** Each Employee who elects to participate will be paid an annuity equal to 1.75% of base pay annually, in addition to the appropriate salary rate in Appendix A attached hereto. This annuity payment will be paid by the Board into an annuity fund selected by the Employee from an approved list of funds determined by the Board, and shall be paid in June of each year on the same date the Employee receives his/her last paycheck

of that work year. To be eligible to receive the annuity under this Section in any given fiscal year, the Employee must first open an annuity fund during that fiscal year so that there is a fund available to receive payments from the Board under this Section. If the fund imposes any fees associated with maintaining the fund, the parties agree to jointly select another fund. At no time will the Board pay for any fees associated with the Employee's annuity fund.

ARTICLE XV - WORKERS' COMPENSATION

Section 1. Application of Prorated Sick Leave. Employees absent because of compensable injuries (i.e., those for which they are eligible to receive Workers' Compensation benefits) shall have their sick leave pay prorated so that the amount an Employee receives in daily sick leave pay will equal only that amount necessary to make up the difference between his/her regular daily rate of pay at straight-time under this Agreement (for a maximum of eight [8] hours per day) and the amount he/she receives as daily workers' compensation pay. The prorated pay will be exclusive of the three (3) days waiting period required by Workers' Compensation on a per injury basis, and the sick leave policy procedure shall apply to the three (3) day waiting period.

Similarly, the amount of sick leave time off to which the Employee is entitled at the beginning of his/her period of absence will be charged with only so much as he/she used on a daily basis, so that for example, if workers' compensation benefits account for two-thirds of the Employee's daily pay, and sick leave benefits one-third, then one-third sick leave day shall be charged against the Employee's accumulated sick leave for every full day of such absence.

The maximum amount of sick leave that can be charged against the Employee's accumulated balance for a compensable injury is twenty (20) sick days.

Such supplement shall end after nine (9) months, after which time an affected Employee shall only receive any Workers' Compensation pay.

Section 2. a. The procedures of this Section shall be implemented when an employee has been absent due to long term disability (both job-related and non-job-related) for a period of twenty-six (26) weeks from the date of disability.

b. Upon notification from the Board to the employee pursuant to "a" above, the employee must within sixty (60) days present certification from his or her physician that the employee is able to perform or will be able to perform. his or her job within twelve (12) mouths of the date of disability. Date of disability shall be the first day the employee was unable to report to work due to disabling illness or injury. Successive periods of disability separated by less than three (3) calendar months are considered as the same disability when the illness or injury rendering the employee disabled remains the same. A return-to-work light duty on either a full-time or part-time basis shall not alter the original date of disability. If the employee's physician does not certify that the employee is able to perform, without limitation, the duties of his or her position or of any other available position offered by the Board or, if in the opinion of a physician selected by the Board, the employee is found to be unable to perform said duties, the Board, may terminate the employee. In such case, any disability benefits for which the employee may be eligible shall continue unaffected.

c. When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the Board, a third medical opinion shall be obtained. For such purpose the employee shall select a physician from a list of three (3) physician providers (with the appropriate medical specialty) selected by the Board. Once the three (3) physicians are submitted to the employee, the employee shall have thirty (30) days to select one of the three (3). The third medical opinion shall prevail.

d. In the event the employee does not report for required medical evaluations and/or fails to follow any of the timelines set forth in subparagraphs a through c, the employee may be terminated and such termination shall be deemed to be for just cause.

In the event the employee returns to work within the above-referenced twelve (12) months, he/she shall suffer no loss in continuous service or seniority rights.

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position with reasonable accommodations for the period of either twelve (12) consecutive months or eighteen (18) months during a twenty-four (24) month period, the Board shall have the right to retire or discharge the employee.

If any illness or injury results in a disability, the Board shall have the right to retire or discharge the employee whenever the undisputed medical prognosis indicates that the employee will not be able to perform the essential functions of the position with reasonable accommodations that the employee held prior to the injury or illness.

Section 3. Return-to-Work Program. Nothing herein shall prevent the Board from implementing a managed care system and a "light duty" requirement in connection with its Workers' Compensation coverage.

ARTICLE XVI - LEAVE

Section 1. Personal Leave. Personal days may only be used for pressing personal business which requires the presence of the Employee and which may not be conducted with reasonable convenience outside the school day or year, and shall not exceed three (3) days per year. Employees will only be required to state the reason for each request for days that are either (a) a Monday or Friday during May and June, or (b) a day immediately before or after a holiday or vacation period. For example, personal days may be used for legal obligations (e.g., court appearances) or for serious illness of members of the Employee's immediate family (spouse, child) for whose care the Employee is responsible. All requests for personal leave shall be made to the Director of Facilities as far in advance as practicable and shall be accompanied by a written statement describing the need for leave in terms sufficiently specific in the judgment of the Director of Facilities so that the Director of Facilities can make a decision as to the appropriateness of the leave. No leave may be taken without prior approval of the Director of Facilities. Personal days may not be granted on days immediately before or after school holidays or vacations except in the absolute discretion of the Director of Facilities.

Section 2. Bereavement Leave. In the event of the death of a member of the Employee's immediate family, Employees shall be allowed bereavement leave with pay, not to exceed five (5) days per year per occurrence. "Immediate family" shall mean the Employee's parent, spouse, child, brother, sister, grandparent, parent-in-law, aunt, or uncle.

Section 3. An Employee may be granted time off without pay to discharge his/her obligations for military reserve duty. This will not be considered part of his/her vacation unless he/she so desires. If the military duty and vacation period coincide, the Employee will receive his/her normal pay for the period.

ARTICLE XVII - REIMBURSEMENT FOR TOOLS/MILEAGE/UNIFORM

Section 1. The Board will supply those tools that are necessary in carrying out the regular duties of Employees.

Section 2. Employees requested to use their cars on occasion on school business shall receive a mileage rate equal to the mileage rate recognized by the Internal Revenue Service.

Section 3: Uniforms: The Board shall furnish each Employee fourteen (14) items of clothing (including no more than one jacket) and three (3) items of foul weather gear as the Employee may select from clothing and foul weather gear options made available by the Board. Upon an Employee's request, the Board will provide the Employee with a reflective coat for use while the Employee is working outside. The Board may replace an Employee's reflective coat upon an Employee's request if the Director of Facilities determines, in his/her sole discretion, that replacement is necessary in light of the age and condition of the reflective coat. The Board reserves the right to provide uniform pants and shirts for Employees in lieu of the purchase of uniforms identified in this Section. The Board will also reimburse employees up to $175.00 per year for the purchase of safety shoes. The safety shoes must be worn while at work. Employees are required to be in a Board provided uniform at all times while on duty. .Employees may not wear shorts while school is in session for students without the prior approval of the Director of Facilities.

ARTICLE XVIII - DISCIPLINARY ACTION

No Employee who has successfully completed his or her probationary period of employment (a "non-probationary Employee") shall thereafter be discharged or disciplined without just cause, provided that only cases of discharge and disciplinary suspensions without pay may be processed to arbitration. Disciplinary warnings (verbal or written) issued to a non-probationary Employee may be the subject of a grievance but shall not be processed beyond Step 2 of the grievance procedure. Any non-probationary Employee who disputes a written warning may append to the warning a copy of his or her grievance and a statement setting forth the basis for his or her disagreement with it, provided that nothing in this Section will preclude a non-probationary Employee from challenging at an arbitration hearing over his or her disciplinary suspension or discharge prior disciplinary warnings that are used by the Board to support such suspension or discharge.

ARTICLE XIX - GRIEVANCE AND ARBITRATION

Section 1. The procedure set forth in this Article shall be the exclusive means for addressing disputes between the Board and an Employee or group of Employees, collectively or individually, or the Union, involving the interpretation and/or application of an express provision of this Agreement.

Section 2. Definitions

(a) Grievant - A custodian or group of custodians or the Union filing a Grievance.

(b) Grievance - A written complaint by a Grievant that there has been a violation, misinterpretation, or misapplication of an express provision of this Agreement by the Board or its Administration, which directly affects the Grievant. All Grievances shall include the name and position of the Grievant, the Section and Article of this Agreement alleged to have been violated, misinterpreted or misapplied, the time when and the place where the alleged events or conditions constituting the Grievance occurred, the identity of the party alleged to be responsible for causing the said events or conditions and a general statement as to the nature of the Grievance and the redress sought by the Grievant.

(c) Days - regular working days.

Section 3. Procedures.

(a) Step One **1.** Within five (5) working days following the incident giving rise to the Grievance, the Grievant shall file a Grievance with the Director of Facilities.

2. Within five (5) working days following receipt of the Grievance, the Director of Facilities and Grievant shall discuss the Grievance in an attempt to resolve the Grievance.

(b) Step Two **1.** If the Grievant is not satisfied with the decision at Step One, or the time limit for the Step One discussion has expired, he/she may submit the Grievance to the Director of Human Resources, but Grievant must do so within five (5) working days after the Step One discussion, or within five (5) working days after the time for the Step One discussion has expired, whichever is earlier.

2. Within five (5) working days after receipt of the Grievance, the Director of Human Resources shall meet with the Grievant in an attempt to resolve the Grievance. The Grievant may be accompanied by a representative of the Union at this meeting.

3. The Director of Human Resources shall send his/her decision to the Grievant within five (5) working days after the meeting with the Grievant, and a copy of the decision to the Union.

(c) **Step Three** **1.** If the Grievant is not satisfied with the decision at Step Two, or if no decision has been rendered within five (5) working days after his/her meeting with the Director of Human Resources, he/she may submit the Grievance to the Superintendent, but the Grievant must do so within five (5) working days after receipt of the decision at Step Two, or absent such decision, within five (5) working days following the expiration of the time for rendering such decision.

2. Within five (5) working days after receipt of the Grievance, the Superintendent or designee shall meet with the Grievant in an attempt to resolve the Grievance. The Grievant may be accompanied by a representative of the Union at this meeting.

3. The Superintendent or designee shall send his/her decision to the Grievant within five (5) working days after the meeting with the Grievant, and a copy of the decision to the Union.

(d) **Step Four.** If the Grievance is not resolved at Step Three, and the Union wishes to proceed further, the Union must file a Demand for Arbitration with the American Arbitration Association (AAA) in accordance with its Voluntary Rules for Labor Arbitration then subsisting, subject to the following terms and conditions:

1. The Grievance must arise out of and involve the interpretation or application of a specific provision expressed in this Agreement and will not be arbitrable if it claims a right, benefit or obligation not expressly set forth in a specific provision of this Agreement.

2. The Demand for Arbitration must be made in writing by certified mail, return receipt requested, with a copy to the Director of Finance, postmarked within the ten (10) calendar days immediately following the Grievant's receipt of the Superintendent's response at Step Three (3), or absent such response, within ten (10) calendar days following the expiration of the time for providing such response.

3. The Arbitration must be in accordance with the American Arbitration Association's Voluntary Rules for Labor Arbitration in existence at the time the Demand for Arbitration is filed.

4. The Demand for Arbitration must be limited to the same Grievance submitted to the Superintendent in Step Three.

5. The Arbitrator's authority will be limited to determining whether, by the allegations contained in the Grievance, the Board violated or misapplied the specific provision expressed in this Agreement as alleged in the Grievance. The Arbitrator will have authority to render appropriate "make whole" awards consistent with the provisions of this Agreement and other applicable rules governing the Arbitrator's conduct and authority.

6. The decision of the Arbitrator will be final and binding, subject to the right of either party to have the award confirmed, vacated or modified according to law.

7. The cost of the Arbitrator's fees and hearing room rental, if any, will be shared equally by the Board and the Union, but each party will bear the cost of its own representatives, transcripts and other items.

8. Grievances must be filed for arbitration separately, and an Arbitrator may not hear multiple Grievances unless the Director of Finance and the Union agree in writing to allow the Arbitrator to do so.

9. Only the Union will have the authority to submit a Grievance to Arbitration.

Section 4. Time Limits. The time limits specified herein are of the essence and may only be extended by mutual written agreement of the Director of Human Resources and the Union. Failure to process a Grievance within the time limits provided herein shall be deemed a waiver of such Grievance, and the Grievance shall be considered resolved in accordance with the position of the Board, unless a written agreement to extend the time limit has been entered into prior to the expiration of the specified time limit. Failure by the Board representatives to meet or respond to the Grievance within the time limits provided herein shall permit the Grievant or the Union, as appropriate, to process the Grievance to the next Step provided they do so within the time limits set forth herein.

Section 5. Representation. Grievant will be permitted to be accompanied by the Union's President and/or the Union's Business Representative at all grievance meetings and arbitration hearings except at Step 1, where only the Union's President will be permitted. Grievances shall not be processed and Grievance meetings or discussions shall not be held during work time without the express prior approval of the Director of Human Resources, although arbitration hearings may be held during work time according to a schedule mutually acceptable to the Board, the Union and the Arbitrator.

Section 6. Confidentiality. The Grievance and the Grievance process, including arbitration, shall be kept confidential to the extent permitted by law.

Section 7. Union Authority. Nothing contained herein shall require the Union to process any Grievance which in its opinion is without merit, and no Employee shall have the right to process a Grievance to arbitration, as such right is reserved exclusively to the Union.

Section 8. Settlements. Grievance settlements reached at Step 1 shall not be used as evidence or precedent in any other Grievance, at arbitration or in any other forum.

Section 9. Union Grievance. The Union shall have the right to file a Grievance at Step Three of the procedure set forth in Section 3(c) but only if the Grievance involves a claim that a specific provision of the Agreement has been violated, misinterpreted or misapplied as to the Bargaining Unit as a whole or, in the very least, as to a group of custodians (more than three) identically affected assigned to different schools. Such a Grievance shall conform in all respects to all the provisions, procedures and time limits set forth above. In such cases, the Union shall be accorded the status of a "Grievant".

Section 11. The Union's Field Representative shall not attend or participate in Step One of these procedures, but may participate as the representative of the Grievant at any step beyond Step One.

ARTICLE XX - WORK CONTINUITY

The Union and its officers, in behalf of themselves and the Employees in the bargaining unit, agree that they will not engage in, encourage, or tolerate any strike, picketing, leafleting, slowdown, sit down, or any interruption of work in any form for the term of this Agreement.

ARTICLE XXI - PAYROLL DEDUCTIONS

Section 1_Upon receipt of an employee's signed authorization to deduct membership dues or voluntary fees, the Employer agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the Employer is notified in writing, by the union, that the employee is no longer a member. The Union reserves the right to modify and/or replace the deduction authorization form.

The parties recognize that the authorization of the Union to payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Should a bargaining unit member approach the Employer or its agent to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with the Union.

The Board agrees to deduct from the pay of each employee who has signed an authorized payroll deduction card, a sum certified by the Secretary/Treasurer of the Union as Union dues. Such deduction will be periodically made from the payroll at times agreed upon by the Employer and the Union, and the total deductions so made shall be mailed or electronically delivered to AFSCME Council 4 on a weekly/bi-weekly/monthly basis. Such deduction shall continue for the duration of this Agreement and/or any extension hereof unless otherwise notified by Council 4.

Section 2. The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds collected by the Employer hereunder are remitted to the Union, the disposition of such funds thereafter shall be the sole and exclusive obligation of the Union, and the Employer shall have no further obligation, financial or otherwise, under Section 1 of this Article.

Section 3. Payroll deductions will be made in weekly/bi-weekly pay periods for properly executed deduction authorization forms received at the Employer's payroll office on or before the fifth day of the preceding month. However, the Employer assumes no responsibility either to the employee or to the Union for

any failure to make or for any errors made in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors or omissions.

Section 4. Deductions shall be remitted to the AFSCME Council 4 not later than twenty (20) days after the end of the preceding month during which deductions were made.

Section 5. All new hires which are represented by the bargaining unit, within fifteen (15) days of their start date, shall be released from work, for one (1) hour without loss of pay, to attend a Union orientation. Management shall not be present during the Union's orientation.

ARTICLE XXII - DURATION

This Agreement will take effect upon execution and shall remain in full force and effect without reopening of any kind except as provided in Article XI up to and including June 30, 2025. If a Successor Contract is not reached by July 1, 2028, the provisions of this Agreement shall remain in effect until a successor agreement is entered into or the statutory processes for resolving disputes over terms and conditions for a successor agreement have been exhausted.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this ____ day of _____, 2025.

DARIEN BOARD OF EDUCATION

By Jill McCammon
Its Chairperson
09/25/2025
Date

DARIEN SCHOOL CUSTODIANS UNION LOCAL 1303-214 OF COUNCIL #4, AFSCME, AFL-CIO

By
Its Authorized Representative

Date

By
AFSCME Staff Representative

9-5-2025
Date

APPENDIX A
REGULAR STRAIGHT-TIME HOURLY RATES

Section 1. **(a)** Regular straight-time hourly rates of pay for services performed by Employees holding regular appointments to positions as Courier/Custodian, Custodian I, or Custodian II pursuant to this Agreement will be as follows effective at the beginning of the next payroll period commencing after the following dates, respectively:

2025-2026 3.50% General Wage Increase

Regular Straight-Time	After 10 Years	After 15 Years	After 20 Years
39.43	39.75	40.00	40.21

2026-2027 3.00% General Wage Increase

Regular Straight-Time	After 10 Years	After 15 Years	After 20 Years
40.62	40.94	41.20	41.42

2027-2028 3.00% General Wage Increase

Regular Straight-Time	After 10 Years	After 15 Years	After 20 Years
41.84	42.17	42.44	42.66

(b) A newly hired Employee assigned to any position as Courier/Custodian, Custodian I, or Custodian II may, for the first six months of such assignment, be paid at a regular straight-time hourly rate up to $.50 an hour lower than the then-current regular straight-time hourly rate for the position.

(c) Shift Stipends

Staff who work Second Shift, start work at 11:00 AM to 7:30 PM
Staff who start work at 2:00 PM to 11:30 PM. are considered Third Shift.

Stipends paid in addition to his or her regular straight-time rates:

Shift Differential	2025-26	2026-27	2027-28
2nd Shift	0.66	0.68	0.70
3rd Shift	0.96	0.99	1.02

Differentials will only be paid for time worked on 2nd & 3rd Shift. During the summer recess, those custodians who normally work the second and third shift and who are directed by the Board to work the day shift shall continue to receive their differential rate of pay during such time. Any second of third shift custodian who chooses to work the day shift shall not receive their differential rate of pay during that time.

Section 2. **(a)** **Head Custodian**: Regular straight-time hourly rates of pay for services performed by Employees holding regular assignments to positions of Head Custodian pursuant to this Agreement will be as follows effective at the beginning of the next payroll period commencing after the following dates, respectively:

2025-26 - 3.50% General Wage Increase

	Regular Straight-Time	After 10 Years	After 15 Years	After 20 Years
Darien HS				
Step 1	46.39	46.70	46.73	46.78
Step 2	47.70	48.04	48.07	48.09
Step 3	48.95	49.28	49.32	49.34
Middlesex				
Step 1	45.58	45.90	45.93	45.97
Step 2	46.85	47.17	47.21	47.24
Step 3	48.09	48.37	48.45	48.47
Elementary				
Step 1	42.10	42.40	42.44	42.48
Step 2	42.92	43.22	43.26	43.29
Step 3	44.13	44.30	44.38	44.52

2026-27 - 3.00% General Wage Increase

	Regular Straight-Time	After 10 Years	After 15 Years	After 20 Years
Darien HS				
Step 1	47.78	48.10	48.14	48.18
Step 2	49.14	49.48	49.51	49.54
Step 3	50.42	50.75	50.80	50.82
Middlesex				
Step 1	46.94	47.28	47.31	47.34
Step 2	48.25	48.58	48.63	48.65
Step 3	49.54	49.82	49.90	49.93
Elementary				
Step 1	43.36	43.67	43.72	43.75
Step 2	44.21	44.52	44.55	44.59
Step 3	45.45	45.63	45.71	45.85

2027-28 - 3.90% General Wage Increase

	Regular Straight-Time	After 10 Years	After 15 Years	After 20 Years
Darien HS				
Step 1	49.21	49.55	49.58	49.63
Step 2	50.61	50.96	51.00	51.02
Step 3	51.93	52.28	52.32	52.35
Middlesex				
Step 1	48.35	48.69	48.73	48.76
Step 2	49.70	50.04	50.09	50.11
Step 3	51.02	51.32	51.40	51.43
Elementary				
Step 1	44.66	44.98	45.03	45.06
Step 2	45.54	45.86	45.89	45.93
Step 3	46.81	47.00	47.09	47.23

Assistant Head Custodian (Grandfatherd):

Employees holding regular assignments to positions of Assistant Head Custodian on the Day and Night Shifts, respectively, pursuant to this Agreement will be paid the following hourly premiums in addition to their respective regular straight-time hourly rates of pay as Custodians I or II for the services they perform in such positions, as follows:

	2025-26	2026-27	2027-28
Day Shift	0.66	.68	.70
Night Shift	.96	.99	1.02

Night Supervisor:

	2025-26	2026-27	2027-28
DHS	**1.68**	**1.73**	**1.78**
MMS	**1.68**	**1.73**	**1.78**

APPENDIX B

INSURANCE

(Begins on next page)

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, https://eoc.anthem.com/eocdps/. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (833) 899-7070 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	$3,000/person or $6,000/family for In-Network Providers. $3,000/person or $6,000/family for Out-of-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Preventive Care. Children's eye exam. For more information see below.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	$6,000/person or $6,000/person + family or $12,000/family for In-Network Providers. $6,000/person or $6,000/person + family or $12,000/family for Out-of-Network Providers	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, health care this plan doesn't cover, and Out-of-Network Transplants.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.anthem.com/find-care/?alphaprefix=AZL or call (833) 899-7070 for a list of network providers. Costs may	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an Out-of-Network Provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an Out-of-Network

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Urgent care	0% coinsurance	30% coinsurance	--------none--------
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance	30% coinsurance	100 days/benefit period for Inpatient rehabilitation.
	Physician/surgeon fees	0% coinsurance	30% coinsurance	--------none--------
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit 0% coinsurance Other Outpatient 0% coinsurance	Office Visit 30% coinsurance Other Outpatient 30% coinsurance	Office Visit Virtual visits (Telehealth) benefits available. Other Outpatient --------none--------
	Inpatient services	0% coinsurance	30% coinsurance	--------none--------
If you are pregnant	Office visits	No charge	30% coinsurance	Cost sharing does not apply for preventive services. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery professional services	0% coinsurance	30% coinsurance	
	Childbirth/delivery facility services	0% coinsurance	30% coinsurance	
If you need help recovering or have other special health needs	Home health care	0% coinsurance	25% coinsurance	--------none--------
	Rehabilitation services	0% coinsurance	30% coinsurance	*See Therapy Services section.
	Habilitation services	0% coinsurance	30% coinsurance	
	Skilled nursing care	0% coinsurance	30% coinsurance	220 days/benefit period for skilled nursing services.
	Durable medical equipment	0% coinsurance	30% coinsurance	*See Durable Medical Equipment section.
	Hospice services	0% coinsurance	30% coinsurance	--------none--------
If your child needs dental or eye care	Children's eye exam	No charge	30% coinsurance	*See Vision Services section.
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	--------none--------

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Children's dental check-up
- Glasses for a child
- Weight loss programs
- Cosmetic surgery
- Long-term care
- Dental care (Adult)
- Routine foot care unless you have been diagnosed with diabetes

* For more information about limitations and exceptions, see the plan or policy document at https://eoc.anthem.com/eocdps/.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)	
■ **The plan's overall deductible**	**$3,000**
■ **Specialist coinsurance**	**0%**
■ **Hospital (facility) coinsurance**	**0%**
■ **Other coinsurance**	**0%**

This EXAMPLE event includes services like:
Specialist office visits *(prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests *(ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	**$12,700**
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$3,000
Copayments	$10
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$3,070**

Managing Joe's Type 2 Diabetes (a year of routine in-network care of a well-controlled condition)	
■ **The plan's overall deductible**	**$3,000**
■ **Specialist coinsurance**	**0%**
■ **Hospital (facility) coinsurance**	**0%**
■ **Other coinsurance**	**0%**

This EXAMPLE event includes services like:
Primary care physician office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	**$5,600**
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$3,000
Copayments	$500
Coinsurance	$0
What isn't covered	
Limits or exclusions	$20
The total Joe would pay is	**$3,520**

Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ **The plan's overall deductible**	**$3,000**
■ **Specialist coinsurance**	**0%**
■ **Hospital (facility) coinsurance**	**0%**
■ **Other coinsurance**	**0%**

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	**$2,800**
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$2,800
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$2,800**

The plan would be responsible for the other costs of these EXAMPLE covered services.

Summary of Benefits
Anthem Dental Essential Choice
Darien BOE - Custodian
Anthem Dental Complete Network

Anthem BlueCross BlueShield

WELCOME TO YOUR DENTAL PLAN!

Regular dental checkups can help find early warning signs of certain health problems, which means you can get the care you need to get healthy. So, don't skimp on your dental care, good oral care can mean better overall health!

Powerful and easily accessible member tools.

- **Ask a Hygienist:** Dental members can simply email their dental questions to a team of licensed dental professionals who in turn will respond in about 24 hours.
- **Dental Health Risk Assessment:** We want our dental members to better understand their oral health and their risk factors for tooth decay, gum disease and oral cancer. This easy to use online tool can help them do this.
- **Dental Care Cost Estimator:** In order to help our dental member better understand the cost of their dental care, we offer access to a user-friendly, web-based tool that provides estimates on common dental procedures and treatments when using a network dentist.
- **More Capabilities:** With our latest mobile application, Anthem Anywhere, members can find a network dentist as well as view their claims. It's available both for Android and Apple phones.

Dentists in your plan network.

- You'll save money when you visit a dentist in your plan network because Anthem and the dentist have agreed on pricing for covered services. Dentists who are not in your plan network have not agreed to pricing, and may bill you for the difference between what Anthem pays them and what the dentist usually charges.
- To find a dentist by name or location, go to anthem.com or call dental customer service at the number listed on the back of your ID card.

Ready to use your dental benefits?

- Choose a dentist from the network
- Make an appointment
- Show the office staff your member ID card
- Pay any deductible or copay that is part of your plan

Need to contact us?
See the back of your ID card for who to call, write or email.

Your dental benefits at a glance

The following benefit summary outlines how your dental plan works and provides you with a quick reference of your dental plan benefits. For complete coverage details, please refer to your policy.

		In-Network	Out-of-Network
Annual Benefit Maximum	Contract Year		
· Per insured person		**$2,000**	**$2,000**
D&P applies to Annual Maximum		**Yes**	**Yes**
Annual Maximum Carryover / Carry In		**No/No**	**No/No**
Orthodontic Lifetime Benefit Maximum			
· Per eligible insured person		**$1,000**	**$1,000**
Annual Deductible (Does not apply to Orthodontic Services)			
· Per insured person/Family maximum	Contract Year	**$50/2X Individual**	**$50/2X Individual**
Deductible Waived for Diagnostic/Preventive Services		**Yes**	**Yes**
Out-of-Network Reimbursement:		**90th percentile**	

Anthem BCBS is the trade name for Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association.

Additional Services and Programs

Anthem Whole Health Connection -Dental

- For members with certain health conditions, additional dental benefits are available without a deductible or waiting periods. Eligible services are paid at 100% and won't reduce your coverage year annual maximum (if applicable)

Accidental Dental Injury Benefit

- Provides members 100% coverage for accidental injuries to teeth up to the coverage year annual maximum (if applicable). No deductibles, member coinsurance, or waiting periods apply

Extension of Benefits

- Following termination of coverage, members are provided up to 60 days to complete treatment started prior to their termination of coverage under the plan and eligible services will be covered

International Emergency Dental Program

- Provides emergency dental benefits while working or traveling abroad from licensed, English-speaking dentists. Eligible covered services will be paid 100% with no deductibles, member coinsurance, or waiting periods and won't reduce the member coverage year annual maximum (if applicable)

Additional Limitations & Exclusions

Below is a partial listing of non-covered services under your dental plan. Please see your policy for a full list.

Services provided before or after the term of this coverage - Services received before your effective date or after your coverage ends, unless otherwise specified in the dental plan certificate

Orthodontics (unless included as part of your dental plan benefits) including orthodontic braces, appliances and all related services

Cosmetic dentistry (unless included as part of your dental plan benefits) provided by dentists solely for the purpose of improving the appearance of the tooth when tooth structure and function are satisfactory and no pathologic conditions (cavities) exist

Drugs and medications including intravenous conscious sedation, IV sedation and general anesthesia when performed with nonsurgical dental care

Analgesia, analgesic agents, and anxiolysis nitrous oxide, therapeutic drug injections, medicines or drugs for nonsurgical or surgical dental care except that intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your employee benefits booklet. In the event of a discrepancy between the information in this summary and the employee booklet, the employee booklet will prevail.

Anthem BCBS is the trade name for Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association.

Blue View Vision[SM]
Darien Public Schools
July 1, 2020

Anthem

Welcome to your Blue View Vision plan!

You have many choices when it comes to using your benefits. As a Blue View Vision plan member, you have access to one of the nation's largest vision networks. You may choose from many private practice doctors, local optical stores, and national retail stores including LensCrafters®, Target Optical®, and most Pearle Vision® locations. You may also use your in-network benefits to order eyewear online at Glasses.com and ContactsDirect.com. To locate a participating network eye care doctor or location, log in at **anthem.com**, or from the home page menu under Care, select **Find a Doctor**. You may also call member services for assistance at **1-866-723-0515**.

Out-of-Network – If you choose to, you may instead receive covered benefits outside of the Blue View Vision network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement up to your maximum out-of-network allowance.

YOUR BLUE VIEW VISION PLAN BENEFITS	IN-NETWORK	OUT-OF-NETWORK	FREQUENCY
Routine Eye Exam			
A comprehensive eye examination	$0 copay	Up to $50 allowance	Once every plan year
Eyeglass Frames			
One pair of eyeglass frames	$180 allowance, then 20% off any remaining balance	Up to $52 allowance	Once every plan year
Eyeglass Lenses *(instead of contact lenses)*			
One pair of standard plastic prescription lenses:			
• Single vision lenses	$0 copay	Up to $40 allowance	Once every plan year
• Bifocal lenses	$0 copay	Up to $60 allowance	
• Trifocal lenses	$0 copay	Up to $80 allowance	
• Lenticular lenses	$0 copay	Up to $80 allowance	
Eyeglass Lens Enhancements When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost.			
• Transitions Lenses (for a child under age 19)	$0 copay	No allowance when obtained out-of-network	Same as covered eyeglass lenses
• Standard polycarbonate (for a child under age 19)	$0 copay		
• Factory scratch coating	$0 copay		
Contact Lenses *(instead of eyeglass lenses)* Contact lens allowance will only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases in the same benefit period, nor can any unused amount be carried over to the following benefit period.			
• Elective conventional (non-disposable)	$150 allowance, then 15% off any remaining balance	Up to $105 allowance	Once every plan year
OR			
• Elective disposable	$150 allowance *(no additional discount)*	Up to $105 allowance	
OR			
• Non-elective (medically necessary)	Covered in full	Up to $210 allowance	

This is a primary vision care benefit intended to cover only routine eye examinations and corrective eyewear. Blue View Vision is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care doctor from your medical network. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force. This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's policy, which shall control in the event of a conflict with this overview. This benefit overview is only one piece of your entire enrollment package.

EXCLUSIONS & LIMITATIONS (not a comprehensive list – please refer to the member Certificate of Coverage for a complete list)

Combined Offers. Not to be combined with any offer, coupon, or in-store advertisement.
Excess Amounts. Amounts in excess of covered vision expense.
Sunglasses. Plano sunglasses and accompanying frames.
Safety Glasses. Safety glasses and accompanying frames.
Not Specifically Listed. Services not specifically listed in this plan as covered services.
Lost or Broken Lenses or Frames. Any lost or broken lenses or frames are not eligible for replacement unless the insured person has reached his or her normal service interval as indicated in the plan design.
Non-Prescription Lenses. Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.
Orthoptics. Orthoptics or vision training and any associated supplemental testing.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

The undersigned parties hereby agree as follows:

Employees may elect, prior to July 1, 2008, to maintain their benefit under Article XIV, in lieu of receiving a 1% employer paid tax shelter annuity.

The language that will expire on June 30th reads:

Section 3. Upon retirement after ten (10) years or more of service, an Employee will be paid 1.25 days of his/her unused accumulated sick leave for each year of service up to his/her total unused sick leave balance.

Employees electing this option must do so in writing and deliver a copy of the election to the Finance Director, 2 Renshaw Road, Darien, CT 06820 before the end of business (4:00 P.M.) on June 30, 2008. Once this option is taken, it cannot be revoked.

Employees electing this option will also receive, upon retirement, 1% of their 2008-09 salary.

New hires after July 1, 2008 will only have access to the TSA option.

Custodians who fail to declare by the end of business on June 30, 2008 will be considered as having taken the TSA Option.

Darien Board of Education

09/25/2025
Date

Custodial Local 1303-214
Council #4, AFSCME, AFL-CIO

Union President

Staff Representative

APPENDIX D

REGULAR, STRAIGHT –TIME HOURLY RATES FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2022

Section 1. (a) Regular straight-time hourly rates of pay for services performed by Employees holding regular appointments to positions as Courier/Custodian, Custodian I, or Custodian II pursuant to this Agreement will be as follows effective at the beginning of the next payroll period commencing after the following dates, respectively:

2025 – 26

Regular Straight-Time	After 10 Years	After 15 Years	After 20 Years
$ 30.34	30.63	30.93	31.23

2026-27

Regular Straight -Time	After 10 Years	After 15 Years	After 20 Years
$31.25	31.54	31.85	32.16

2027-28

Regular Straight-Time	After 10 Years	After 15 Years	After 20 Years
$ 32.18	32.49	32.81	33.13

(b) A newly hired Employee assigned to any position as Courier/Custodian, Custodian I, or Custodian II may, for the first six months of such assignment, be paid at a regular straight-time hourly rate up to $.50 an hour lower than the then-current regular straight-time hourly rate for the position.

(c) Shift Stipends

Staff who work Second Shift, start work at 11:00 AM to 7:30 PM
Staff who start work at 2:00 PM to 11:30 PM. are considered Third Shift.

Shift Differentials 2022-23 2023-24 2024-25

Second Shift	.52	.53	.55
Third Shift	.71	.73	.74

Differentials will only be paid for time worked on 2nd & 3rd Shift. During the summer recess, those custodians who normally work the second and third shift and who are directed by the Board to work the day shift shall continue to receive their differential rate of pay during such time. Any second of third shift custodian who chooses to work the day shift shall not receive their differential rate of pay during that time.

Section 2. (a) Head Custodian: Regular straight-time hourly rates of pay for services performed by Employees holding regular assignments to positions of Head Custodian pursuant to this Agreement will be as follows effective at the beginning of the next payroll period commencing after the following dates, respectively:

2025 - 2026

Regular Straight-Time	After 10 Years	After 15 Years	After 20 Years
DHS			
$ 34.85	35.19	35.53	35.88
35.53	35.87	36.22	36.58
36.22	36.57	36.93	37.29
MMS			
$ 33.06	33.38	33.70	34.03
33.70	34.03	34.36	34.69
34.35	34.69	35.02	35.36
Elementary			
32.82	33.14	33.46	33.79
33.46	33.78	34.11	34.44
34.11	34.44	34.77	35.11

2026 – 2027 3.0% General Wage Increase

DHS			
35.89	36.24	36.59	36.95
36.59	36.94	37.30	37.67
37.30	37.66	38.03	38.40
MMS			

34.05	34.38	34.71	35.05
34.71	35.05	35.39	35.73
35.38	35.73	36.07	36.42
-			-
Elementary			-
33.80	34.13	34.46	34.80
34.46	34.79	35.13	35.47
35.13	35.47	35.81	36.16

2027 – 2028 3.0% General Wage Increase

DHS			
36.97	37.33	37.69	38.06
37.69	38.05	38.42	38.80
38.42	38.79	39.17	39.56
-			-
MMS			-
35.07	35.41	35.75	36.10
35.75	36.10	36.45	36.80
36.44	36.80	37.15	37.51
-			-
Elementary			-
34.81	35.15	35.49	35.84
35.49	35.83	36.18	36.53
36.18	36.53	36.88	37.24

Assistant Head Custodian:

Employees holding regular assignments to positions of Assistant Head Custodian on the Day and Night Shifts, respectively, pursuant to this Agreement will be paid the following hourly premiums in addition to their respective regular straight-time hourly rates of pay as Custodians I or II for the services they perform in such positions, as follows:

	2025-26	2026-27	2027-28
Second Shift	**0.56**	**.57**	**.59**
Third Shift	**.75**	**.77**	**.79**

Night Supervisor:

	2025-26	2026-27	2027-28
DHS	**1.68**	**1.73**	**1.78**
MMS	**1.68**	**1.73**	**1.78**

APPENDIX E
Memorandum of Understanding

WHEREAS, the Darien Board of Education (the "Board") and the Darien School Custodians' Union, Local 1303-214 of Council #4, AFSCME, AFL-CIO (the "Union") have entered into a collective bargaining agreement, effective July 1, 2022 (the "Contract");

WHEREAS, the terms of the Contract provide for the removal of school transportation drivers (the "Drivers") from the Union.

NOW, THEREFORE, the parties wish to confirm their mutual understanding regarding this matter:

1. The Drivers will work in the cafeteria, as assigned by the Board, as lunch monitors;

2. The Drivers will perform all of the functions of lunch monitors, including but not limited to

    a. Supervision of students;
    b. Disposing of garbage on both the tables and the floor; and
    c. Wiping the cafeteria tables.

3. While performing these lunch monitor duties, the Drivers will be supervised by building administrators.

4. The Board will provide the drivers with a uniform shirt that is a different color than the shirts worn by members of the Union.

The parties further agree that this is a unique situation and that this action does not establish a past practice or set a precedent for the future. Neither party shall cite this agreement in any further cases or grievance-related matters outside of this agreement

DARIEN BOARD OF EDUCATION

By _____
Its Chairperson

09/25/2025
Date

DARIEN SCHOOL CUSTODIANS UNION LOCAL 1303-214 OF COUNCIL #4, AFSCME, AFL-CIO

By _____
Its Authorized Representative

Date

By _____
AFSCME Staff Representative

9-10-2025
Date