

WORKING AGREEMENT

between

SEYMOUR BOARD OF EDUCATION

and

**LOCAL 1303-25 OF COUNCIL #4
AFSCME, AFL-CIO SCHOOL CUSTODIAL EMPLOYEES**

JULY 1, 2025 THROUGH JUNE 30, 2029

Table of Contents

INTRODUCTORY CLAUSE.....	1
ARTICLE I RECOGNITION	1
ARTICLE II SENIORITY & WORKING CONDITIONS	2
ARTICLE III HOURS OF WORK.....	4
ARTICLE IV HOLIDAYS AND LEAVE	7
ARTICLE V WAGES AND FRINGE BENEFITS.....	11
ARTICLE VI PRIOR PRACTICE	15
ARTICLE VII UNION ACTIVITIES.....	15
ARTICLE VIII GRIEVANCE PROCEDURE.....	15
ARTICLE IX NO STRIKE PROVISION	16
ARTICLE X MANAGEMENT RIGHTS	17
ARTICLE XI EFFECTIVE DATE OF CONTRACT.....	18
APPENDIX A HOURLY WAGE SCHEDULE	19
APPENDIX B - FLEX DENTAL INSURANCE PLAN	20

INTRODUCTORY CLAUSE

This Agreement is entered into by and between the Seymour Board of Education (hereinafter the "Board") and the Custodial School Employees, Local 1303-25 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter the "Union") in order to increase general efficiency in the school system and to maintain the existing harmonious relationship between the Board and its employees.

ARTICLE I **RECOGNITION**

Section 1.0

The Board hereby recognizes the Union as the sole and exclusive representative of all Custodial School Employees for the purpose of hours, wages and working conditions, excluding seasonal employees, part-time employees regularly scheduled to work less than twenty (20) hours per week, and any other employees excluded by M.E.R.A. All current employees and all employees successfully completing their probationary period may become members of the Union after sixty (60) working days.

Section 1.1

Union dues and/or fees shall be deducted from the paycheck of each employee monthly for a sum designated by the Union in accordance with this Agreement and upon signed authorization by the employee. Such dues and/or fees shall be delivered to Local 1303 with the list of all employees' deductions and the name and address of the new employees within the bargaining unit.

Section 1.2

Part-time custodial employees, defined as regularly working less than twenty (20) hours per week, are directly responsible to the Head Custodian and supervised by the Director of Facilities and will not be included in the Working Agreement or required to join Local 1303-25 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO. The Board agrees that part-time custodial employees will be scheduled for work, except under emergency conditions, only from 2:00 p.m. onward to supplement full-time staff for cleaning when the head custodian is on duty.

Section 1.3

All bargaining unit employees are directly responsible to the Head Custodian, who will direct all activities under the direction of the Building Principal and be supervised by the Director of Facilities.

ARTICLE II
SENIORITY & WORKING CONDITIONS

Section 2.0

The Board shall establish a seniority list. This list shall be brought up to date at the beginning of each contract year and a copy, along with the salary schedule, will be sent to the Local Union President.

Section 2.1

There shall be a probationary period of sixty (60) working days before the position is permanently filled. During a new employee's probationary period, no layoff, suspension, discipline or discharge shall be constructed as a violation of any of the provisions of this Agreement or cause for or subject to the grievance and arbitration procedure as provided in Article VIII. The probationary period set forth above shall be counted as part of the employee's seniority after the employee completes the probationary period.

Section 2.2

Prior to seeking outside applicants, all vacancies are to be posted in each school for five (5) working days. Such vacancies shall be filled in accordance with Article II, Section 2.3, provided that the internal applicants are deemed qualified by the Superintendent or his/her designee. In the event that either there are no internal applicants or the internal applicants are not awarded the position, the Board may seek outside applicants.

Section 2.3

Current employees may apply for vacant positions and the Superintendent, or his/her designee, will fill the position based upon the qualifications of the applicants. In cases where qualifications are deemed equal by the Superintendent or his/her designee, seniority will prevail. Employees transferring or promoted to new positions shall be subject to a thirty (30) working day trial period in the new position. In the event an employee is not retained in the position after the trial period, the employee shall be reassigned to his/her former position. The appointment of any employee succeeding the promoted employee will be contingent upon the successful completion of the trial period.

Section 2.4

Employees shall be offered by the Director of Facilities or his/her designee the opportunity to transfer for temporary assignments based upon seniority. Temporary assignments are defined as vacancies lasting longer than one (1) working day and less than thirty (30) working days and are vacant due to scheduled vacations, funeral leave, workers compensation, extended illnesses or leaves of absence.

All involuntary transfers will be made in the inverse order of seniority, i.e., the person with the least seniority.

If an employee fills in a vacancy and qualifies within the provisions as set forth in this Agreement, he shall receive an adjusted salary of this position, which is automatically in the similar step of the higher classification.

Section 2.5

When an employee is given a temporary assignment in a classification higher than his regular classification, he shall be compensated at the rate of pay for the higher classification from the first hour such employee worked in the higher classification.

Section 2.6

Outside janitorial services shall not be extended to any school for the duration of this Agreement, excepting in an emergency.

Section 2.7

Regular custodial duties are within the classification expectation of each employee, with specific duties and responsibilities as defined by the job description.

Section 2.8

Bargaining Unit employees will be protected in the event of a layoff and all part-time and temporary employees will be laid off first. In the event that the Board makes a reduction in the number of Bargaining Unit employees, employees with the least seniority will be laid off first.

Subsequent recalls to open positions shall be made in the reverse order of layoff. An employee shall retain his/her seniority status and right to recall for twelve (12) months following the date of his/her layoff.

Section 2.9

The employee shall be required to wear the approved uniform shirt and work shoes during the regular performance of their duties. The approved uniform shirt and work shoes shall be supplied to the employee by the Board at no cost to the employee. The employee shall be provided with the following at the beginning of each contract year:

- Up to \$200.00 reimbursement for the purchase of short or long sleeve shirts from an approved vendor.
- Two (2) pair of reinforced toe / non skid sole work shoes not to exceed \$150 per pair. The employee will be provided with the opportunity to select their shoe from an approved listing of shoe styles / colors.

Section 2.10

An employee on his own time shall, by appointment, be able to inspect his/her personnel file and add written comments thereto. No derogatory material shall be placed in the employee's personnel file until the employee has been given a copy.

Section 2.11

In the event of the retirement or resignation of a full-time bargaining unit employee, the Board agrees not to hire additional part-time employees in lieu of replacing the full-time bargaining unit employee.

Section 2.12

Seniority shall be defined as the continuous full-time length of service from the date of hire with the Board of Education into the bargaining unit. An employee shall lose seniority for the following reasons:

- A) Having quit/resigned voluntarily
- B) Discharged
- C) Unauthorized leave without a valid reason, or
- D) Retirement

ARTICLE III **HOURS OF WORK**

Section 3.1

The normal hours of employment for all full-time employees in the Bargaining Unit shall be eight (8) hours per day (inclusive of a thirty (30) minute lunch period) and forty (40) hours per week, Monday through Friday.

The Head Custodian at each school shall schedule his or her own hours, which may include the possibility of a "split shift" falling between the day and night shifts.

Time and one-half (1 1/2) of the base pay rate shall be paid for all overtime after an eight (8) hour day and on Saturdays. Double time (2) shall be paid for all work required to be done on Sundays or Holidays (as defined in Section 4.1).

During the school year, any day custodian covering overtime on the night shift will receive the night shift rate of pay for hours worked on the night shift.

During all school vacation periods (defined as the summer vacation break, Christmas break, the February break and/or the April break, if recognized during the school year in question) day custodians shall be compensated at the same regular hourly rate as night custodians.

Section 3.2

The Board reserves the right to change weekly schedules during school vacation periods. Hours of work for all bargaining unit members during all school vacation periods will be Monday through Friday, from 7:00 a.m. to 3:00 p.m.

During the Summer school vacation period, the school vacation period schedule shall be in force immediately following the last day of school. The regular weekly schedule shall resume with the first day of school for teachers. Any scheduling conflicts that may occur will be handled by the Director of Facilities and the Head Custodian of each individual building.

Section 3.3

Schedule changes are to be made by the Board, or designated individual, after reasonable discussions and agreement with the Director of Facilities and the Union Executive Board.

Section 3.4

The parties agree to continue the practice in which all overtime shall be distributed by the Head Custodian. All overtime shall be equalized on a monthly basis among the full-time custodians of the individual school. If for any reason the employee(s) in an individual school cannot perform such overtime, it shall be distributed by the Head Custodian, subject to review by the Director of Facilities. The parties also agree to continue the practice that because the Head Custodians are distributing the overtime, there will be no grievances filed regarding overtime or the distribution thereof.

Section 3.5

Overtime shall be distributed according to classification. If an employee is requested to work overtime and does not avail himself of the opportunity to work, he will be credited with the time on the overtime chart as though he had worked. The Head Custodian will use the district wide overtime sheets to record all overtime hours. Each overtime hour will be applied for each hour worked to keep uniformity. The total of these hours shall be the employees standing on overtime. Overtime shall be equalized on a monthly basis and distributed by seniority first, then by hours. In the event that another weekend event is scheduled after the distribution of weekly overtime has been offered and accepted, the newest event is then offered to the next employee who qualifies next for hours.

In the event the Director of Facilities needs to distribute overtime, he will check with all Head Custodians to see which custodian qualifies next for hours. The Director of Facilities will also notify the Head Custodians which custodians refuse the opportunity to work the overtime hours.

On September 1st of each contract year, all overtime will be zeroed out and distributed by seniority first then by hours.

Section 3.6

Any employee called back to work after their regularly scheduled work day or non-scheduled work day shall be paid a guaranteed minimum of three (3) hours Monday through Saturday and four (4) hours on Sundays and holidays at the rate prescribed in section 3.1.

Section 3.7

Rentals, extra activities or repair work by outside organizations requiring the use of school buildings shall be scheduled by the Head Custodian and approved by the Director of Facilities and Building Administrator and shall be compensated as follows:

- A. Time and one-half (1 1/2) of base rate for weekdays and Saturdays with a minimum of three (3) hours per activity.
- B. Double (2) time of base rate for Sundays and Holidays with a minimum of four (4) hours per activity.

Section 3.8

Night activities in all schools shall be covered as an overtime assignment, subject to the compensation outlined in Section 3.7, with the following exceptions:

- A. All student activities
- B. All Town of Seymour Parks & Recreation/Seymour Board of Education sponsored programs, including Seymour Pop Warner Football / Cheerleaders, Seymour Soccer, Seymour Wildcat Swim Club and Seymour Little League / Softball.
- C. School Open Houses
- D. Board of Education meetings
- E. Scheduled repair & maintenance work performed by Board of Education sponsored third parties. If this work is performed outside of regularly scheduled shift hours, then the activity will be covered as an overtime assignment subject to the compensation outlined in section 3.7.

Section 3.9

All weekend activities held within either the elementary or middle school buildings shall be covered as an overtime assignment, and shall be compensated as outlined in Section 3.7. The parties understand and agree that such weekend activities shall not include teacher, administrator or board of education meetings.

Section 3.10

No employee shall be left alone after 11:00 p.m. This language shall not apply to Sections 3.6 and 3.7. The Director of Facilities, or his/her designee, may decide that additional custodians will be required for callback based upon the circumstances.

Section 3.11

Any extra hours must be approved in advance by the Building Administrator or the Director of Facilities, otherwise said extra hours will not be paid

ARTICLE IV
HOLIDAYS AND LEAVE

Section 4.1

All employees shall be given paid holidays which will be as follows:

January 1 st	Columbus Day
Martin Luther King Day	Thanksgiving
Presidents Day	Day after Thanksgiving
Good Friday	Dec. 24 th (Full Day)
Memorial Day	Dec. 25 th Christmas
July 4 th	Dec. 31 st (Full Day)
Labor Day	Floater

Employees must work the last scheduled work day before the holiday and the first scheduled work day after the holiday to be eligible for holiday pay, unless the employee is absent due to vacation, personal leave or work-related accident.

Section 4.2

If a scheduled holiday falls on a weekend, either the preceding Friday or the succeeding Monday, as determined by the Board, will be considered a replacement day. If school is in session on such day, compensatory time will be granted

If more than one of the scheduled holidays set forth in Section 4.1 is not observed, eligible bargaining unit employees shall receive a floating holiday for each such additional day not observed. The use of the floating holiday shall be by mutual agreement between the employee and the Director of Facilities or his/her designee.

In the event a new national or state holiday is declared and is observed by the Board and all district offices and schools are closed, each bargaining unit employee shall receive an additional holiday.

Section 4.3

Vacations - Each employee shall receive:

During the initial year of employment one (1) week, prorated from the start date to August 31st, then two (2) weeks effective September 1.

After initial year of service but less than 5 years of service	2 weeks
Completed 5 years of service but less than 10 years of service	3 weeks

Completed 10 years of service but less than 20 years of service	4 weeks
Completed 20 years of service	5 week

The above shall be considered a guide to determine the number of vacation days due an employee during the current year of employment. The employee's first date of work for the Board shall be used for purposes of calculating vacation days. Employees who retire will receive all vacation pay due on a pro-rata basis on the date of his/her retirement.

Section 4.4

Vacations may be taken any time during the contract year, defined as September 1st to August 31st, pending approval of the Director of Facilities and subject to the following restriction: no vacation may be taken during the two (2) weeks preceding the scheduled start of school and the one (1) week subsequent to the scheduled start of school. An employee may elect to carry over up to one (1) week of unused vacation to the next vacation year. Carried over vacation must be used by the end of the next vacation year.

Section 4.5

If there are competing vacation requests that would cause a significant reduction in custodial staffing at any one school, seniority shall be the determining factor for granting the vacation request. When a vacation has been granted, it will not be rescinded unless agreed to by the Director and the employee.

Section 4.6

Sick Leave - New employees shall receive leave of absence with full pay for sickness at the rate of one and one-half (1 - 1/2) days per month for a total of eighteen (18) days for the first year. Thereafter, as of the beginning of each contract year he/she shall be allowed eighteen (18) days and cumulative to a maximum of one hundred seventy (170) working days of absence. Notwithstanding the foregoing, employees hired after ratification of the 2021-2025 contract shall accrue sick leave at the rate of one and one-quarter (1 - 1/4) days per month; for a total of fifteen (15) days. Thereafter, he/she shall be allowed fifteen (15) days per year cumulative to a maximum of one hundred and seventy (170) working days of absence.

Sick leave is to be used for the purpose of compensating an employee who is unable to attend to the duties of his/her position due to illness or physical incapacity.

It is recognized that abuse and / or excessive use of sick leave benefits places a hardship on the Board and employees alike, and that this is a matter of mutual concern to the Board and Union.

An employee's record will be reviewed quarterly to determine whether the employee is abusing and/or excessively using sick leave. The Board shall consider the following factors: the number of days taken, the pattern of usage, the employee's past record, the reasons for sick leave use and extenuating circumstances.

Employees who have been absent due to illness or physical incapacity for a period of five (5) or more consecutive working days shall be required to submit a doctor's certificate of fitness to return to work before resuming their duties. The Board may require a doctor's certificate for use of sick leave of any duration if absence from duty recurs frequently or habitually provided the employee has been notified that a certificate will be required; or of any duration when evidence indicates reasonable cause for requiring such a certificate.

Section 4.7

The Board shall provide an up-to-date sick leave list to each bargaining unit member by September 15th of each year. The President of the bargaining unit shall also be provided with the list at such time.

Section 4.8

Personal Leave - Three (3) days with pay will be allowed annually provided reasonable notification has been given by the employee and must be approved by the Superintendent or his/her designee. An "Excused Absence Form" shall be completed prior to taking personal leave. Reasonable notice is twenty-four (24) hours' notice, unless an emergency prevents such notice. Personal days are in addition to sick days. Unused personal days cannot be accrued.

Section 4.9

Additional personal days must be requested and require approval by the Superintendent or his/her designee. These additional personal days will be charged to sick leave.

Section 4.10

In the event of a death occurring in the immediate family of any employee, no deduction in salary will be made for absence up to, but not exceeding, five (5) working days. Immediate family shall be defined as spouse, child, parent, in-laws or sibling.

Section 4.11

When a death occurs in the employee's non-immediate family, defined as grandparent, aunt, uncle or any other relation residing in the employee's household, the employee will be excused for one (1) normally scheduled work day with pay. The employee, at their discretion, may use available personal leave to extend the period of absence.

Section 4.12

In the event of the death of an employee, his/her dependent survivors shall continue to receive his/her normal weekly wage for four (4) consecutive weeks following his/her last earned pay.

Section 4.13

Any employee hired after September 1, 2007, shall not be eligible for the retirement severance payment provided under this section.

Effective August 31, 1989 new employees shall, upon retirement under the terms of the MERF plan, receive a payment for up to seventy-five percent (75%) of his/her accumulated sick days, up to a maximum of one hundred ten (110) days.

In order to allow the Board of Education to budget for the retirement severance payout, employees must notify the Superintendent or his / her designee by January 1st of any year of their intent to retire during the following fiscal year in order to receive the payment in the fiscal year of the retirement. If the January 1st notice is not provided, then the retirement payment will be paid in July of the fiscal year following retirement.

For example, if an employee is planning to retire effective October 1, 2014, they would need to notify the Superintendent by January 1st, 2014 in order to receive their retirement severance payment in October, 2014. If they notified the Superintendent after January 1st, 2014, then they would receive their retirement severance payment in July, 2015.

Section 4.14

Leave of absence without pay may be granted to employees for a period of up to one (1) year for legitimate reasons stated in writing to the Board. Such leave shall be without benefits, except if the leave is for health reasons. Upon expiration of leave the employee shall be reinstated to their former position, providing there is a vacancy, and will pick up all benefits, including seniority, as if no break in service had occurred.

Leave of absence will not be granted for other employment (no seniority credit with this leave of absence).

Section 4.15

Employees shall receive workers' compensation insurance if they are injured on the job. During such time as the employee is unable to perform his/her job because such injury, the employee shall receive the monetary difference between workers' compensation reimbursement to the Board and his/her regular base pay for the period of nine (9) months.

Such absence shall not be charged to sick leave.

Section 4.16

Jury Duty - A custodian who receives a jury duty notification indicating that the custodian's name has been placed on a list of prospective jurors shall notify the Superintendent or their designee of this fact within five (5) work days of receipt of notification. Absences for jury duty will not be charged against the three (3) personal days.

During the period of jury duty, custodians shall continue to receive their full salary. After the fifth day of jury duty, the custodian shall receive full salary less all compensation paid to the custodian for jury service. Custodians called to jury duty are to report to their schools on scheduled work days if their presence in Court is not required. Custodians must provide to the Superintendent or their designee documentation of days served on jury duty.

ARTICLE V
WAGES AND FRINGE BENEFITS

Section 5.1

Employees shall be compensated according to the salary schedule attached in Appendix A.

Employees shall be paid bi-weekly on Friday. A payroll schedule will be provided to each employee by September 1st of each year.

The Board agrees to provide "Electronic Money Transfer (s)" in the following capacities:

- a. It will be mandatory for all employees to request, in writing, for the Board to credit to such employee's account all salary and wages in any bank which has agreed with the Board to directly accept such wage deposits.
- b. To transmit monies to agents of record each pay period.

Section 5.2

- A.
 - 1) All employees and eligible dependents will participate in the Connecticut State Partnership Plan 2.0 ("SPP") for health benefits in lieu of the health benefits previously provided. The administration of the SPP, including open enrollment, beneficiary eligibility and changes and other administration provision shall be as established by the SPP.
 - 2) The SPP contains a Health Enhancement Plan (HEP) component. All eligible employees and dependents participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, or third party administrator and the \$350/\$1400 annual deductible shall be implemented through claims administration.

- 3) In the event any of the following occur, the Board or the Union may reopen negotiations as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
- i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is further modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost to the Board or to employees of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design, funding, and premium cost share; and/or
 - ii) If Conn.Gen.Stat. Section 3-123rr et seq. is amended in a way that substantially affects the operation of the SPP to the detriment of the parties, or if there are any changes to the administration of the SPP that negatively affects the parties, or if additional fees and/or charges for the SPP are imposed so as to affect the Board or employees, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design, funding, and premium cost share.
- 4) In any negotiations triggered under the above, as well as negotiations for a successor to the current collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in the prior Contract to be the baseline for such negotiations, and the parties shall consider the following additional factors:
- Trends in health insurance plan design outside of the SPP;
 - The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

In contract year 2025-26 eligible employees will pay 13.5% of the premium.
In contract year 2026-27 eligible employees will pay 14.0% of the premium.
In contract year 2027-28 eligible employees will pay 14.5% of the premium.
In contract year 2028-29 eligible employees will pay 15.0% of the premium.

B. **Section 125 Plan** - Payments for premium costs shall be made through a payroll deduction, which will be done by the adoption of an Internal Revenue Code Section 125 pre-tax premium conversion account so that health insurance contributions may be made from pre-tax dollars.

C. **FSA Plan** - All eligible employees will be allowed to deposit monies into a flexible spending account ("FSA") under Section 125 of the Internal Revenue Code, for the purpose of defraying additional medical costs that may be incurred by eligible employees and/or their dependents. Eligible employees participating in the HSA Plan will be allowed to participate in the FSA for dependent care only. All eligible employees will be allowed to deposit monies into a FSA under Section 125 of the Internal Revenue Code, for the purpose of dependent care expenses. These monies may be expended for medical care and/or dependent care under Section 129 of the Internal Revenue Code. Eligible employees may also contribute voluntarily additional dollars to their account under the 125, 129, and 105(h) sections of the Internal Revenue Code.

The Board's cost for the FSA will not exceed \$800.00 for start-up, \$250.00 for annual renewal and \$5.00 per participant each month. Any additional cost associated with the FSA will be borne by all the participants in the plan.

D. **Dental Plan** - Regardless of the medical insurance plan chosen, the Board will provide the Flexible Dental Program to eligible employees and eligible dependents, subject to the premium co-pays set forth above. A summary listing of benefits is provided in Appendix C.

Section 5.3

The Board reserves the right to change or transfer coverage, but in no case will benefits be reduced.

Section 5.4

Effective for bargaining unit members as of September 1, 2010, employee and spouse will be covered by the BC/BS high option Medicare supplement or its equivalent. Continuance of coverage under the BC/BS high option Medicare supplement will be granted to retirees, and spouse, upon attaining age 65 or higher and have completed ten (10) years of continuous service. The cost of this coverage will be assumed by the Board.

Section 5.5

Effective September 1, 2017 Life Insurance and Accidental Death & Dismemberment insurance in the amount of \$40,000 (subject to insurance carrier age restrictions) shall be provided for each employee, with the premium paid by the Board of Education. Employees will, at their own expense, be allowed to purchase up to an additional \$60,000 in coverage by authoring a payroll deduction for payment of such premiums.

Section 5.6

Unemployment Compensation benefits as required by law will be provided by the Board.

Section 5.7

All custodial employees eligible, by age of employment date, shall participate in the Municipal Employees' Retirement Fund, Plan B, effective July 1, 1974.

Section 5.8

Any employee hired prior to September 1, 2010 may, from plan year to plan year, elect to waive health insurance coverage and, in lieu thereof, receive 40% of the plan premium cost, up to a maximum of \$6,750.00. Employees who elect to make such waiver must notify the Board in writing that he/she is canceling his/her participation and coverage and the participation and coverage of his/her dependents in the insurance plans. The employee can exercise this option only once during the course of a given plan year and must waive insurance coverage each plan year in order to receive the premium refund. The Board shall make payment to those who waive insurance coverage as set forth above in the following manner:

1/2 of the waiver payment in the first pay period in December;

1/2 of the waiver payment in the first pay period in June.

During the period of insurance waiver, an employee who has waived insurance coverage shall be reinstated to the insurance program provided their request is in writing to the Board, and is for a substantial reason such as, but not limited to, the death of a spouse, divorce and in other instances where insurance coverage not provided by the Board but available to the employee is lost. Prior to reinstatement, the employee shall reimburse the Board the appropriate prorated portion of the waiver payment or shall effect repayment by means of authorized payroll deduction. Reinstatement shall be in accordance with the regulations of the carriers which may mean, in some cases, that coverage might be delayed.

Section 5.9

Employees hired prior to January 1, 2015 shall receive longevity pay as follows:

After 15 years of continuous service employees shall receive additional \$200.00 per year.

After 20 years of continuous service employees shall receive additional \$250.00 per year.

Section 5.10

During the course of this contract, insurance benefits may be reviewed for upgrading upon agreement of both parties.

Section 5.11

Employees who are required by the Principal or Director of Facilities to use their own private automobiles for official business shall be compensated at the IRS approved rate. Employees shall not be required to move furniture or heavy equipment in their private automobiles.

Section 5.12

The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 5.13

The Board agrees to provide a thirty (30) day window period during each year of the Agreement to allow custodians to make changes to their health care coverage and plans. The thirty (30) day window period(s) will be determined by the Board.

ARTICLE VI
PRIOR PRACTICE

Section 6.0

No prior rights, benefits or privileges that employees have enjoyed heretofore shall be abridged unless it is superseded by a provision of this Agreement

ARTICLE VII
UNION ACTIVITIES

Section 7.0

Union officers shall be allowed to attend official Union Conferences without loss of pay for the period required to attend the function, provided that written notice of intent to attend the function is given to the Superintendent of Schools at least one (1) week before the start of the absence.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 8.0

A grievance is a written claim alleging violation of a specific provision(s) of this Agreement. Grievances involving discipline shall include the claim that an employee has

been disciplined other than for just cause. Discipline as used in this Article shall not include verbal warnings or verbal reprimands. In order to be valid, a grievance must be in writing and filed at the first step of the grievance procedure within ten (10) working days of the occurrence which gives rise to the grievance.

STEP I

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible. Any Employee and/or Union Officer who has a grievance shall first discuss the matter informally with the Director of Facilities or his or her designee, who shall use his or her best efforts to resolve the dispute. In instances of serious discipline (suspension, demotion, termination) the Union shall have the right to file directly to Step II of the grievance procedure. The Director of Facilities shall have five (5) working days to resolve.

STEP II Union Officer and/or Employee to Superintendent within five (5) working days to resolve. Answer from Superintendent in writing.

STEP III Union Officer and/or Employee to full Board or designated authority - next regularly scheduled meeting of the Board. Answer from Board to the Union shall be within fifteen (15) working days in writing.

STEP IV Arbitration - If no agreement is reached between the Union Officer and/or Employee and the Board, the Union only may file notice of appeal to arbitration within fifteen (15) working days of the Board decision to the Connecticut State Board of Mediation and Arbitration. Said decision of the State Board shall be binding on both parties in the event of arbitration.

ARTICLE IX **NO STRIKE PROVISION**

Section 9.0

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 employees or employee, nor shall there be any lockout by the Board in any part of the Board's operation relating to the bargaining unit.

Section 9.1

If schools or other Board Buildings have to be closed down, proper maintenance to secure protection of buildings will be followed.

ARTICLE X
MANAGEMENT RIGHTS

Section 10.0

Except as otherwise modified or restricted by an express provision of this Agreement, the Board reserves and retains solely and exclusively, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management. Such rights include, but shall not be limited to, establishing standards of productivity and performance of its employees; determining the objectives of the Board and the methods and means necessary to fulfill those objectives, including the creation or the discontinuation of services, departments or programs in whole or in part, the determination of the content of job classifications; the content of job classifications of newly created positions; the determination of classifications of employees; the appointment, promotion, assignment, direction and transfer of personnel, the suspension, demotion, discharge or any other appropriate disciplinary action against its employees; the relief from duty of its employees because of lack of work; the establishment, modification or discontinuation of reasonable work rules; and the taking of all necessary actions to carry out its objectives.

Section 10.1

The Board agrees it will not discharge or otherwise discipline any employee except for just cause.

ARTICLE XI
EFFECTIVE DATE OF CONTRACT

Section 11.0

This Agreement shall remain in effect from the effective date of July 1st, 2025 through June 30, 2029 and thereafter.

FOR THE SEYMOUR
BOARD OF EDUCATION

FOR LOCAL 1303-25 OF COUNCIL #4
AFSCME, AFL-CIO


Signed: Chairman of the Board


Signed: President

10/23/2025
Dated:

10/17/25
Dated:

Dr. Duzan Compton
Witnessed:


Signed: Staff Representative
Council #4, AFSCME

10/23/2025
Dated:

10-8-25
Dated:

**APPENDIX A
HOURLY WAGE SCHEDULE
SEYMOUR BOARD OF EDUCATION
CUSTODIANS**

2025- 2029 HOURLY WAGE SCHEDULE

	<u>HEAD CUSTODIAN</u>	<u>NIGHT CUSTODIAN</u>	<u>DAY CUSTODIAN</u>
YEAR I July 1, 2025 – June 30, 2026 (2.75%)			
STEP 1	\$31.30	\$28.22	\$25.65
STEP 2	\$32.67	\$29.55	\$26.99
STEP 3	\$34.41	\$30.99	\$28.42
YEAR II July 1, 2026 – June 30, 2027 (2.75%)			
STEP 1	\$32.16	\$28.99	\$26.35
STEP 2	\$33.57	\$30.36	\$27.73
STEP 3	\$35.36	\$31.84	\$29.20
YEAR III July 1, 2027 – June 30, 2028 (2.75%)			
STEP 1	\$33.04	\$29.79	\$27.08
STEP 2	\$34.50	\$31.20	\$28.50
STEP 3	\$36.33	\$32.72	\$30.01
YEAR IV July 1, 2028 – June 30, 2029 (2.75%)			
STEP 1	\$33.95	\$30.61	\$27.82
STEP 2	\$35.44	\$32.06	\$29.28
STEP 3	\$37.33	\$33.62	\$30.83

Employees shall move from Step 1 to Step 2 one (1) year from date of hire.
Employees shall move from Step 2 to Step 3 two (2) years from date of hire.

APPENDIX B - FLEX DENTAL INSURANCE PLAN

Summary of Benefits

Anthem Dental Essential Choice PPO



Seymour Town & Boe-Boe Plan

Anthem Blue Cross and Blue Shield Dental Complete Network

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.
- **Mobile Capabilities:** With our latest mobile application, members can find a network dentist as well as view their claims. Our application is available for both 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 how to call, write or email us.

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
Coverage Year		Contract Year
Annual Benefit Maximum		
• Per insured person		
• Diagnostic & Preventive Services are applied to the Annual Benefit Maximum	\$1,500	\$1,500
Annual Maximum Carryover	No	No
Orthodontic Lifetime Benefit Maximum		
• Per eligible child	\$1,000	\$1,000
Annual Deductible		
• Per insured person	\$50	\$50
• Family maximum	3x single member deductible	3x single member deductible
Deductible Waived for Diagnostic/Preventive Services	Yes	Yes
Out-of-Network Reimbursement		65th percentile

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10/2020

Dental Services	In-Network Anthem Pays:	Out-of-Network Anthem Pays:	Waiting Period
Diagnostic & Preventive Services <ul style="list-style-type: none"> • Periodic dental exam <ul style="list-style-type: none"> ◦ Limited to two per 12 months • Teeth cleaning (prophylaxis) <ul style="list-style-type: none"> ◦ Limited to two per 12 months combined with periodontal maintenance • Bitewing X-rays <ul style="list-style-type: none"> ◦ Limited to two sets per 12 months • Full-Mouth or Panoramic X-rays <ul style="list-style-type: none"> ◦ Limited to one per 36 months • Fluoride application <ul style="list-style-type: none"> ◦ Limited to two per 12 months through age 18 • Sealant application <ul style="list-style-type: none"> ◦ Limited to one per 60 months through age 18 	100% coinsurance	100% coinsurance	No waiting period
Basic (Restorative) Services <ul style="list-style-type: none"> • Consultation (second opinion) only with X-rays and no other services <ul style="list-style-type: none"> ◦ Limited to one per 12 months • Space maintainer insertion covered at Diagnostic/Preventive level <ul style="list-style-type: none"> ◦ Limited to one per tooth space per lifetime through age 18 • Amalgam (silver-colored) filling <ul style="list-style-type: none"> ◦ Limited to one per tooth surface per 24 months • Composite (tooth-colored) filling <ul style="list-style-type: none"> ◦ Limited to one per tooth surface per 24 months ◦ posterior (back) fillings not paid as an amalgam (silver-colored filling) • Brush biopsy (cancer test) <ul style="list-style-type: none"> ◦ Limited to one per 12 months, all ages 	80% coinsurance	80% coinsurance	No waiting period
Endodontics (Non-Surgical) <ul style="list-style-type: none"> • Root Canal (permanent teeth only) <ul style="list-style-type: none"> ◦ Limited to one per tooth per lifetime 	80% coinsurance	80% coinsurance	No waiting period
Endodontics (Surgical) <ul style="list-style-type: none"> • Apicoectomy and apification <ul style="list-style-type: none"> ◦ Limited to one per tooth per lifetime, permanent teeth only 	80% coinsurance	80% coinsurance	No waiting period
Periodontics (Non-Surgical) <ul style="list-style-type: none"> • Periodontal maintenance <ul style="list-style-type: none"> ◦ Limited to four per 12 months combined with teeth cleanings • Scaling and root planning; when the tooth pocket has a depth of four millimeters or greater <ul style="list-style-type: none"> ◦ Limited to one per quadrant per 24 months 	80% coinsurance	80% coinsurance	No waiting period
Periodontics (Surgical) <ul style="list-style-type: none"> • Periodontal surgery (osseous, gingivectomy, graft procedures) <ul style="list-style-type: none"> ◦ Limited to one per quadrant per 36 months 	80% coinsurance	80% coinsurance	No waiting period
Oral Surgery (Simple) <ul style="list-style-type: none"> • Simple extraction <ul style="list-style-type: none"> ◦ Limited to one per tooth per lifetime 	80% coinsurance	80% coinsurance	No waiting period
Oral Surgery (Complex) <ul style="list-style-type: none"> • Surgical extraction <ul style="list-style-type: none"> ◦ Limited to one per tooth per lifetime 	80% coinsurance	80% coinsurance	No waiting period
Major (Restorative) Services <ul style="list-style-type: none"> • Crowns, onlays, veneers <ul style="list-style-type: none"> ◦ Limited to one per tooth per 60 months 	50% coinsurance	50% coinsurance	No waiting period
Prosthetics <ul style="list-style-type: none"> • Dentures and bridges <ul style="list-style-type: none"> ◦ Limited to one per tooth/arch per 60 months • Implant placement <ul style="list-style-type: none"> ◦ Not covered • Implant prosthodontics <ul style="list-style-type: none"> ◦ Not covered 	50% coinsurance	50% coinsurance	No waiting period
Repairs/Adjustments <ul style="list-style-type: none"> • Crown, denture, and bridge repairs <ul style="list-style-type: none"> ◦ Limited to one per tooth per 12 months not within 6 months of placement • Denture and bridge adjustments <ul style="list-style-type: none"> ◦ Limited to two per tooth per 12 months not within 6 months of placement 	80% coinsurance	80% coinsurance	No waiting period

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10/2020

Dental Services (continued)	In-Network Anthem Pays:	Out-of-Network Anthem Pays:	Waiting Period
Child Orthodontic Services o Through age 18	50% coinsurance	50% coinsurance	No waiting period
Temporomandibular Joint Disorder (TMJ) o X-rays, splints and surgical procedures including arthroscopy and orthotic devices o Not covered	Not covered	Not covered	Not covered
Cosmetic Teeth Whitening o Not covered	Not covered	Not covered	Not covered

NOTE: Cosmetic benefits, such as teeth bleaching, in an insurance policy may have income tax implications for both employer groups and plan members. For example, the dollar value of the cosmetic benefit may be considered part of an individual's taxable income. For more information concerning the tax ramifications of cosmetic insurance benefits, please consult a legal or tax advisor.

Additional Services and Programs

Anthem Whole Health Connection - Dental™ o 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)		Included	
Accidental Dental Injury Benefit o 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		Included	
Extension of Benefits o 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		Included	
International Emergency Dental Program o 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)		Included	

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 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
- Waiting periods for endodontic, periodontic and oral surgery services may differ from other Basic Services or Major Services under the same dental plan. There is a 24 month waiting period for replacement of congenitally missing teeth or teeth extracted prior to coverage under this plan.

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 policy. In the event of a discrepancy between the information in this summary and the policy, your policy will prevail.

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10/2020