

Agreement Between

THE
STRATFORD BOARD OF EDUCATION

AND THE

STRATFORD PUBLIC SCHOOLS CUSTODIANS ASSOCIATION

Local 134A, International Federation of Professional
and Technical Engineers, AFL-CIO

COVERING THE PERIOD
JULY 1, 2017 THROUGH JUNE 30, 2021

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THIS AGREEMENT is effective on the 1st day of July 2017, by and between the Stratford Board of Education (hereinafter referred to as the "Board") and the Stratford Public Schools Custodians Association, Local 134A, International Federation of Professional and Technical Engineers, AFL-CIO (hereinafter referred to as the "Association").

ARTICLE I – RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative for all Board employees who perform custodian duties for the Board. This recognition extends to all statutory rights and privileges of an exclusive bargaining agent as provided by Sections 7-467 through 7-479 of the Connecticut General Statutes, as amended. The Association President or his designee shall be granted leave from work with full pay in order to conduct Association business, when it is necessary to conduct said business the same time that such members are required to work. Said time must be approved by the Personnel Manager. Such requests will not be unreasonably denied. The terms "he," "his," or "him" used in this contract shall refer to both the male and female gender.

ARTICLE II – NEGOTIATION

A. Negotiation over Successor Agreement

1. The Board agrees to negotiate in good faith with the Association pursuant to the Connecticut General Statutes Revision of 1993 Sections 7-467 through 7-479 as amended, in accordance with procedures set forth herein, to secure a Successor Agreement relative to all matters concerning salaries and all other conditions of their employment. Negotiations for the new contract shall commence in accordance with Section 7-473b of the Connecticut Statutes. If this Agreement expires while negotiations for a new agreement are underway, the terms of this Agreement shall remain in full force and effect until such time as a new agreement is reached.
2. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. Either party may call upon professional and lay representatives to assist in the negotiation. The Board shall make available to the Association for inspection such pertinent records and information which it shall deem necessary for negotiation.
3. If the negotiations described in this Article have reached an impasse, the procedure described in the Connecticut General Statutes Revision of 1993 Sections 7-467 through 7-479 as amended shall be followed.
4. All rights, powers, authority and prerogatives of the Board shall continue to remain exclusively vested in the Board unless specifically limited by the express provisions of this Agreement.
5. This Agreement contains the full and complete agreement between the Board and the Association on negotiable issues.

ARTICLE III - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that the

proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any member of the unit having a grievance to discuss the matter in-formally with any appropriate member of the administration.
3. A grievance shall be defined as a disagreement over the interpretation or administration of a specific item contained in the agreement.

B. Procedure

1. Level One-Principal or Immediate Supervisor

A member of the unit with a grievance or dispute shall first discuss it with his immediate Supervisor or principal, either directly or through the Custodians Association representative, with the objective of resolving the matter informally. The Board and the Association encourage the resolution of grievances at the lowest level possible.

2. Level Two-Superintendent of Schools

- (a) In the event that such aggrieved member is not satisfied with the disposition of his grievance at Level One, or in the event that no decision has been rendered within ten (10) school days after presentation of the grievance, he may file a written grievance with the Association Grievance Committee. Within five (5) school days after receiving such written grievance, it shall be referred by the Grievance Committee to the Superintendent of Schools*.
- (b) The Superintendent shall represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent,* he shall meet with the aggrieved person and their Association representative in an effort to resolve it.
- (c) If a member of the unit does not file a written grievance with the Grievance Committee and the written grievance is not forwarded to the Superintendent within ten (10) school days after the member of the unit knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. If, at any time in the grievance procedure, the Board fails to meet the time limits specified in the contract for response, then the Association may proceed to the next level of the grievance procedure without further delay.

3. Level Three-Board of Education

If the aggrieved member of the unit is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after he has first met with the Superintendent, he may file a written grievance indicating such dissatisfaction with the Association Grievance Committee or the Board within five (5) school days after a decision by the Superintendent*. Within five (5) school days after receiving the written grievance, the Grievance

* or his/her representative

Committee shall refer it to the Board. Within ten (10) school days after receiving the written grievance, a Committee of the Board shall meet with the aggrieved member of the unit for the purpose of resolving the grievance. However, the ultimate decision on the grievance at Level Three shall be rendered by the full Board at the next regularly scheduled Board of Education meeting.

4. Level Four-Impartial Arbitration

If the aggrieved unit member is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after he has first met with the Board Committee, the Association may proceed to arbitration before an arbitrator of the Connecticut State Board of Mediation and Arbitration. Arbitration shall proceed according to the rules of the Connecticut State Board of Mediation and Arbitration. The ruling of the arbitrator shall be final and binding on all parties. The fee and expenses of the arbitrator, if any, shall be borne equally by the Board and the Association. The Association, may, by mutual consent of the Board and the Association, use an arbitrator provided through the American Arbitration Association (AAA) in lieu of the procedure listed above for arbitration. If it is mutually agreed to use an AAA arbitrator, the costs of the arbitrator and a transcript of the hearing will be split equally by the Board and the Association. Either party may unilaterally choose to use an AAA arbitrator, but the party that elects this option must bear the entire cost of the arbitrator and the transcript alone. The arbitrator chosen to hear the grievance will be selected by mutual agreement, or a list from the AAA will be obtained, and a coin toss will decide which party will strike the first name from the list. The striking of names will alternate among the parties until there is one arbitrator left.

C. Rights of Custodians to Representation

1. No reprisals of any kind shall be taken by any participant against anyone by reason of participation in the grievance procedure or support of any participant thereto.
2. Any member of the unit or the Board may be represented at any stage of this grievance procedure by any person of his choice provided, however, that exclusive organizational representation shall be provided, by the Association. When a member of the unit is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of this grievance procedure or his representative

D. Miscellaneous

1. Decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing setting forth the decisions and the reasons therefore, and shall promptly be transmitted to all parties of interest and to the Grievance Committee of the Association.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Superintendent* and given appropriate distribution by him, so as to facilitate operation of the grievance procedure.

4. It is agreed that either party may request a discussion meeting regarding any mutual problems. Time limits specified in the grievance procedure may be extended by mutual agreement of the parties.

ARTICLE IV - OVERTIME, ACTIVITIES, WEEKEND AND HOLIDAY RATES

A. Overtime payments of one and one-half (1 1/2) times the employee's regular hourly rate shall be paid for all hours worked beyond the eight (8) hour regularly scheduled daily working shift and shall be covered by the Association members only.

1. All activities that are not continuous to the regular work day shall be covered by the Association members and paid at the overtime rate as set forth in A above; each such activity shall be paid at the rate of two (2) hours overtime minimum. Payment shall be at one and one-half (1 1/2) of the regular daily rate of the employee concerned, allowing sufficient time for preparation and securing of the building. Hours worked on Saturday after 5:00 p.m. and hours worked on Sundays and holidays shall be paid at double the particular employee's regular hourly rate. Hours worked on Saturday prior to 5:00 p.m. shall be paid at time and one-half of the regular hourly-rate of the employee concerned.
 - (a) All activities on holiday weekends shall be paid at double the particular employee's rate.
 - (b) When night crews are scheduled to work in a building and there is an activity/activities scheduled, there will be no coverage other than the regularly scheduled night crew.
2. The Head Custodian or acting Head Custodian of each school shall be responsible for all activities in his building. When, because of prior commitment or other personal reasons, he cannot do so, he shall arrange for suitable coverage with the personnel regularly assigned to the building. If after said inquiry, none of said personnel is available, the Head Custodian shall then notify the Personnel Office to arrange for substitute coverage and shall notify the custodian and principal of the identity of the substitute.
3. If an activity is cancelled and the custodian is not notified of this cancellation prior to his arrival at the school, such custodian shall be paid for two (2) hours at his particular hourly activity rate as set forth above, except in unusual circumstances.

B. Salary for all activities is to be paid within two (2) weeks of the activity date, and shall be included in the regular weekly check which is payable at this time.

ARTICLE V - SALARY SCHEDULE

Salaries of all persons covered by this Agreement shall be the amount indicated on the attached salary schedule. All individuals covered by this schedule are increased by one and one-half percent (1.5%) retroactive for the first year beginning July 1, 2017 to June 30, 2018 over the previous schedule, as set forth in Appendix A, attached hereto.

Salaries of all persons covered by this Agreement shall be increased by the amount on the adjusted salary schedule, an additional one and one-half percent (1.5%) retroactive for the second year beginning July 1, 2018 to June 30, 2019 as set forth in Appendix B, attached hereto.

Salaries of all persons covered by this Agreement shall be increased by the amount on the adjusted salary schedule, an additional two percent (2.0%) for the third year beginning July 1, 2019 to June 30, 2020 as set forth in Appendix C, attached hereto.

Salaries of all persons covered by this Agreement shall be increased by the amount on the adjusted salary schedule, an additional two and one-tenth percent (2.1%) for the fourth year beginning July 1, 2020 to June 30, 2021, as set forth in Appendix D, attached hereto.

A longevity differential in addition to regular salary shall be paid as follows:

1. Full time employees with:

(a) six (6) years of service	\$550.00
(b) seven (7) years of service	570.00
(c) eight (8) years of service	590.00
(d) nine (9) years of service	610.00
(e) ten (10) years of service	740.00
(f) eleven (11) years of service	770.00
(g) twelve (12) years of service	800.00
(h) thirteen (13) years of service	830.00
(i) fourteen (14) years of service	860.00
(j) fifteen (15) years of service	890.00
(k) sixteen (16) years of service	920.00
(l) seventeen (17) years of service	950.00
(m) eighteen (18) years of service	980.00
(n) nineteen (19) years of service	1010.00
(o) twenty (20) years or more	1040.00

2. Years of service shall be counted from the first day of full-time employment by the "Board." Any payment for longevity due to any custodian shall be made on the first pay day of the month in which the anniversary occurs by separate check. In the event of the death of a custodian prior to the anniversary date of employment, or in the event that a custodian shall retire prior to the anniversary date of full-time employment, a longevity payment which would have become due upon the anniversary date of employment, following the death or retirement shall be prorated based upon the number of months actually worked by the custodian from the preceding anniversary date of full-time employment to the date of death or retirement. This prorated payment shall be paid to the surviving spouse or the decedent's estate in the event of death, or to the custodian in the event of retirement. (Day to day substitute work is not to be counted as service time). Custodians hired after July 1, 2010 shall not be eligible for longevity payments described above.

ARTICLE VI - FRINGE BENEFITS

A. 1. The Board will offer a High Deductible Health Care Plan coupled with a Health Savings Account (HDHP/HSA) for employees and their dependents. The plan shall have the following annual deductibles and co-pays:

- a) Annual deductibles: \$2,000 individual; \$4,000 for two-person or family coverage for 2017-2021
- b) Commencing July 1, 2017, the employee shall pay 60% of the annual deductible

- c) The Board’s deductible contribution will be funded as follows: one-half on September 1 of the plan year and one-half on January 1 of the plan year; provided, however, employees may request that the Board fund earlier in the event of extraordinary circumstances

Effective July 1, 2017, prescription co-pays of \$10.00 (generic), \$20.00 (preferred), and \$30.00 (non-preferred) apply after the annual plan deductibles are met.

In addition, as part of the HDHP/HSA, there is an out of network plan described as follows:

- Effective July 1, 2017, there is a co-payment of \$2,000 per person and \$4,000 per family, with out-of-network payments of 80%/20% and an annual maximum out-of-pocket expenditure of \$2,100 per individual and \$4,200 per family
- Prescription co-pays are excluded from the annual out of pocket maximums. Co-pays continue throughout the plan year.
- Lifetime maximum per member: Unlimited

2. Each employee shall contribute a co-payment to the premium cost of the HDHP health insurance benefits as follows:

(a)	Effective 7/1/2017	15.0%
(b)	Effective upon the signing of the agreement dated July 1, 2017	15.5%
(c)	Effective 7/1/2019	16.0%
(d)	Effective 7/1/2020	16.5%
(e)	Effective 6/30/2021	17.0%

3. Effective upon the signing of the agreement dated July 1, 2017, employees shall contribute ten percent (10%) towards the cost for individual or family coverage for (a) full service Blue Cross Dental Care, subject to applicable law, or (b) optional full service Blue Cross Dental Care with Rider A, subject to applicable law.

B. 1. The Board agrees to pay the full cost of the Group Life Insurance Program, a \$35,000 double indemnity policy in accordance with the rules and regulations now in operation by the Board. Employees eligible are those who are regularly assigned on a continuing school forty (40) hours or more per week.

2. The Board agrees that all custodians who retire after July 1, 2000 may, at their option, continue to be covered by the health insurance benefit plan, according to the terms below.

- (a) For employees hired on or before July 1, 2000, the Board shall pay one hundred (100%) of the cost of coverage for each retiree. Enrolled dependents shall be entitled to enroll into the same insurance with the Board paying fifty percent (50%) of the cost of coverage for enrolled dependents.
- (b) Effective upon the signing of the agreement dated July 1, 2017, for employees hired after July 1, 2000 (i) and who retire on or before June 30, 2020, the Board shall pay seventy-five (75%) of the cost of coverage for each retiree and twenty-five percent (25%) of the cost of coverage for enrolled dependents (ii) and who retire after June 30, 2020, the Board shall pay fifty percent (50%) of the cost of coverage for each retiree and zero percent (0%) of the cost of coverage for enrolled dependents.
- (c) For employees hired after the signing of the agreement dated July 1, 2017, there shall be no retiree health insurance.

4. (a) Notwithstanding the above, employees may voluntarily elect to waive in writing all health insurance coverages in Section A, excluding life insurance, and in lieu thereof, shall receive an annual payment of two thousand dollars (\$2,000) in cash, although effective July 1, 2018, employees shall receive an annual payment of one thousand dollars (\$1,000) in cash, and effective July 1, 2019, employees shall receive an annual payment of seven hundred fifty dollars (\$750) in cash. Payment to those employees waiving such coverage shall be made in equal payments during the months of September and April.

(b) Upon the request of an employee to resume all Board-provided health insurance coverage, the written waiver may, on written notice to the Board of Education, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Board to insure that the employee has been equally compensated but not overcompensated, for any waiver elected under Paragraph (a) above. (c) Notice of intention to waive insurance coverage must be sent to the Director of Human Resources not later than June 15 of the prior school year.

5. The Board will provide Supplemental Medicare coverage for those Retirees over 65 who reside outside of Connecticut. Effective July 1, 2000 the Board will pay 100% of the cost of coverage for each retiree, but not greater than its contribution to the PHS supplement Plan. Effective July 1, 2002 the Board will pay 50% of the cost of coverage for enrolled dependents.

6. In the event the retiree drops out of the Board insurances as a result of having received the insurance elsewhere, for whatever reason, he/she may enroll into the Board's insurance subject to the carrier's insurability requirement.

C. Nothing in this Agreement shall be construed to prohibit the Board from changing insurance carriers, provided that any change will be equivalent to the present coverage. For this purpose, the term "equivalent" means equal or better in function and benefits to members of the bargaining unit. The Association will be notified and consulted regarding any proposed change of insurance carrier not less than sixty (60) days prior to any implementation. Any dispute regarding "equivalency" shall be resolved prior to implementation of any such change. In any event, changes in any carrier for a specific type of coverage will be made no more than once in any two-year period.

D. The Board agrees to provide liability insurance coverage for employees of the bargaining unit pursuant to the terms of Section 10-235 & 10-236 of the Connecticut General Statutes Revision of 1958 and any amendments thereto.

ARTICLE VII – HOLIDAYS

The Board agrees and guarantees fourteen (14) certain and definite full day holidays during the calendar year for all full-time regularly employed custodians.

ARTICLE VIII - SICK LEAVE

Sick leave policies as approved by the Board of Education, including the FMLA Policy as attached herein as appendix E, and accepted by the Association are as follows:

A. Regulations

1. On and after July 1, 1966, no employee of the Board of Education shall receive any salary or wages or other remuneration from the Board unless he shall carry on the duties of his employment, unless it be during a period of a regularly scheduled vacation or during a period for which he may be granted a leave of absence with pay.
2. Each custodian employed shall be entitled to fifteen (15) paid sick days per year. Effective upon the signing of the agreement dated July 1, 2017, unused sick leave credits for employees may be accumulated to one hundred thirty-five (135) days. Employees who on the date of signing of the agreement dated July 1, 2017, have more than one hundred thirty-five (135) days of unused sick leave credits shall be permitted to retain and use said days, although once each employee's unused sick leave credits drops to one hundred thirty-five (135) days that shall be the maximum permitted.
3. Sick leave benefits do not become effective until the period of six (6) months has elapsed. However, after sixty (60) days, sick leave may be granted at the rate of one (1) day per month of service.
4. An employee eligible for sick leave with pay shall be granted such sick leave for the following reasons:
 - (a) Personal illness or physical incapacity except as hereinafter provided.
 - (b) The illness of a member of the employee's household that requires the employee's personal care and attention for a period of three (3) days annually. Employee will use available sick days. Additional time off for unusual circumstances may be granted at the discretion of the Superintendent of Schools.
 - (c) Enforced quarantine of the employee in accordance with health regulations.
 - (d) The death of a member of the employee's immediate family for a period of three (3) days only. An employee on sick leave shall inform his immediate superior of the fact and the reason therefore as soon as possible, and failure to do so within three (3) days may be cause for denial of sick leave with pay for the period of absence.
5. An employee receiving sick leave with pay who simultaneously receives compensation under Workers' Compensation laws shall receive for the duration of such compensation only that portion of his regular pay which will together with said compensation equal his regular salary.
6. Absence for less than a day chargeable to the sick leave record in accordance with these provisions shall be charged proportionately in an amount not smaller than one-half (1/2) of a day.
7. Sick leave with pay in excess of three (3) consecutive working days for reasons of personal illness or physical incapacity shall be approved upon presentation of a medical certificate upon the return to work, certifying that the employee's condition prevented him from performing the duties of his position.

8. All claims for sick leave covering fifteen (15) working days, or more, shall be reviewed by the Superintendent and/or the Board or their designee. Every fifteen (15) working days or more, a medical certificate may be required prior to the review date.
9. Definitions:
 - (a) "Sick Leave" is defined to mean the absence from duty of an employee because of illness, exposure to contagious disease, attendance upon a member of his immediate household seriously ill and requiring the care or attendance of such employee.
 - (b) "Immediate Household" is defined to mean husband, wife, children and stepchildren. Consideration of any other relative is at the discretion of the Superintendent.
 - (c) "Medical Certificate" is defined to mean a written statement signed by a registered practicing physician, certifying to the period of disability of the patient while he was undergoing professional treatment.
 - (d) "Contagious Disease" is defined to mean a disease ruled as subject to quarantine as defined by the health authority having jurisdiction.
 - (e) "Vacation" is defined to mean that period of freedom, rest or diversion for the employee from his regular duties that may be granted in accordance with Board policies which now exists or which shall be promulgated at any time hereafter.
 - (f) "Sick Leave Pay" is defined to mean pay wages or other remuneration that may be payable to an employee of the Board while on sick leave as herein defined.
 - (g) "Employee" is defined to mean any classified person regularly employed by letter of appointment for a school year or longer. Students and temporary part-time employees are not eligible for any sick leave benefits.
 - (h) "Death of Member of Immediate family" is defined to mean absence of a classified employee from regularly scheduled work due to the death of any member of his immediate family shall be allowed for three (3) days upon satisfactory proof submitted to the Superintendent. The Superintendent may grant at his discretion additional time for death in family.
 - (i) "Immediate Family" is defined to mean husband, wife, grandmother, grandfather, mother, father, sister, brother, son, daughter, step-children, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchildren, aunt, uncle, nieces, or nephews. Unusual circumstances shall be at the discretion of the Superintendent.
10. No employee shall be entitled to any sick leave pay when such leave is caused by an injury received during self-employment or any form of remuneration or employment by any other individual, agency, partnership, firm or corporation.
11. When an employee of the Board shall be retired on Pension, Social Security or upon Death, the employee or his/her estate will be paid for accumulated unused sick days up to a maximum of 50 days. Employees hired after July 1, 2006 shall not be eligible for terminal pay described above.
12. Sick leave may be authorized by the Superintendent for other members of an employee's immediate household than those mentioned in Section 10-b at his/her discretion.

13. "Superintendent" is also designated to mean her/his delegated representative.
14. Disability sick leave due to pregnancy shall be treated like any other illness in accordance with the Board of Education FMLA policy attached hereto as Appendix E. The effective date for the commencement of said leave shall be fixed with the written concurrence of the employee's physician. The period of disability will normally be six (6) weeks, from the date of child's birth.

B. Absences of Employees for Other than Sickness as Defined in "A"

1. Legal Transactions

Absence with pay may be allowed by the Superintendent for transactions involving legal business (deed, mortgage, property title, etc.) or a court order. Absences of this type may not exceed two (2) days per year. Satisfactory proof of such legal days must be submitted to Personnel prior to taking the days off. Additional days may be granted in extreme cases at the discretion of the Superintendent.

2. Religious Holidays

Two (2) days may be allowed for obligatory religious observances without salary deduction. Allowances for such leave shall be requested at least a week in advance.

3. Personal Leave

Two (2) days per year shall be allowed for personal reasons.

4. Jury Duty

Employees called (not volunteering) to jury duty will receive the necessary leave to fulfill their civic obligation. The employee shall receive a rate of pay equal to the difference between the jury fee and the daily salary. Satisfactory proof of serving for Jury Duty must be submitted to Personnel.

5. The Superintendent may grant a leave of absence without pay to any employee upon his/her request for a period not to exceed one (1) year.

ARTICLE IX - PREMIUM PAY

The Board agrees to pay regular full-time building-based custodians (i.e. the custodian classification) working a shift starting at 12:00 Noon or later, a one dollar (\$1.00) per hour premium on their salary. Current employees who now receive a premium will continue to receive a premium until they vacate their position. (This provision does not apply to Head Custodians, Driver & Head General Custodian, Drivers/General Custodians, and General Custodians/Alternate Drivers).

ARTICLE X - ASSISTANT TO THE HEAD CUSTODIAN

The Association and the Board agrees that one (1) Assistant Head Custodian be designated in each of the following schools: Stratford Academy/Johnson House, Wooster Middle School, Bunnell and Stratford High Schools. The supplement for this assignment will be one thousand dollars (\$1000.00) at the high schools and seven hundred fifty dollars (\$750.00) at Wooster Middle School and Stratford Academy/Johnson House. It is further agreed that the designated Assistant Head Custodian will work the 3:00 p.m. to 11:00 p.m. shift. The Assistant Head Custodian will be appointed by the Superintendent or his/her designee after consultation with the Head Custodian and Principal of the school. The selection is

to be made from the existing staff of the school and seniority is not to be a determining factor. Assistant is to fill in during the days when head custodian is out or off for the day.

ARTICLE XI - WEEKEND AND SUMMER WORK

- A. During the school year when schools are in session, head custodians may be required to work four (4) hours on Saturday mornings as determined by the Board, except as follows:
1. When there is no school on a Friday proceeding a Saturday work day, "no work" on Saturday is required.
 2. When there is no school on a Monday following a Saturday work day, "no work" on Saturday is required.
 3. When a custodian does not work on Friday, he/she will not work on the following Saturday.
- B. One-half (1/2) of the full-time custodian work force of each school may be required to work Saturday mornings on a rotating schedule when Saturday work is required.
- C. The Superintendent may require some or all custodians to come in on a Saturday or holiday to work.
- D. Head Custodians work an eight (8) hour day with four (4) additional hours on Saturday, when Saturday work is required. The Head Custodians also are required to inspect their buildings on Saturdays, Sundays and holidays when required and are to receive one (1) hour at time and one-half and one (1) hour's pay at double time on holidays.
- E. Full-time custodians work an eight (8) hour day, five (5) days a week and work four (4) additional hours on Saturdays when Saturday work is required. The Director of Facilities will advise the custodians about Saturday work and keep everyone on a rotating schedule.
- F. A head custodian or custodian must work on required Saturdays in order to be paid. Absence with pay is not allowed for Saturdays or Sundays.
- G. Coffee Break. Custodians are allowed a fifteen (15) minute "coffee break" during their work day at a time designated by the principal.
- H. All boiler cleaning in any school shall be performed by an agent other than the school custodians.
- I. Summer hours when schools are not in session are to be eight (8) hours per day with a paid thirty minute (30) lunch period. The normal summer hours shall be from 7:00 a.m. to 3:00 p.m., however, the Superintendent reserves the right to make schedule changes when warranted.

ARTICLE XII - EMERGENCY WORK

- A. The Board agrees that in the event of an emergency at school during which time it is necessary to call a custodian back to work, that said custodian shall receive a minimum of two (2) hours of pay at time and one-half regardless of minimum hours worked during such emergency.

B. The two (2) hour minimum will be applicable only if a program requiring custodial services is preplanned, or if the call-back is for such corrective action as closing and locking windows or doors, putting out lights, etc. These call-backs shall entitle a custodian to two (2) hours minimum of pay at time and one-half.

C. More serious emergencies prior to twelve o'clock midnight and all call-backs after midnight for any reason shall entitle the custodian to three (3) hours minimum pay regardless of the reason for the callback.

D. If a custodian has to return for emergency work of three (3) or more hours duration after 5:00 p.m. on a Saturday or prior to midnight on a Sunday or holiday, he shall be paid double time for the hours worked.

E. Early arrival prior to start of the regular shift for snow removal, boiler check, early delivery, etc., is not covered by this Article of the Agreement. However, if the Administration specifically schedules work prior to the normal starting time, it will be considered overtime.

F. Association members will be compensated for time needed to transfer keys for school buildings. The compensation shall be one hour at time and one-half when such time is outside their normal working hours.

ARTICLE XIII - PAYROLL POLICIES

A. Salaries will be paid bi-weekly as follows:

1. Always on a Friday.
2. When a holiday falls on a payday, employees will be paid on the preceding day.

B. For computation of yearly rates, the hourly rate of pay shall be multiplied by 2080 (26 pays x 80 hours)

C. One week's pay is to be held back for all employees.

D. Employees resigning or absent without pay during a pay period will be paid for the time actually worked at the applicable rate.

E. The Board agrees that an employee, other than the full-time substitute custodian, temporarily assigned to a higher rated job shall receive his/her current rate of pay for the first week (five (5) work days) and on the sixth (6th) and subsequent days the employee will be paid on the schedule of the one he/she is temporarily replacing on a step that will insure an increase including shift differential; if applicable at least equal to a full normal increment on his/her former grade. If it is known to the Board at the onset that a temporary replacement will be needed for a period in excess of five (5) days, then the temporary replacement shall receive the higher rate of pay from the first day he/she begins his/her temporary assignment.

F. Day-to-day substitutes are not to be used to fill the position of head custodian on a long-term assignment of three (3) weeks or more.

G. Payroll deductions (i.e. Medical, Union Dues, etc.) will be spread out and deducted over 24 pay periods.

H. There shall be no duplication of time or overtime.

I. Custodians will make every effort to make their school/building safe for ingress and egress, in general and particularly in inclement weather. Whenever necessary, at the Facilities Manager's or Principal's direction, custodians will remove snow from the perimeter of the school/building, including entrances and stairs. Whenever needed, custodians will make sidewalks as safe as possible.

ARTICLE XIV – VACATIONS

A. Full-time employees with ten (10) months service as of July 1 will receive ten (10) days vacation pay. Full-time employees with less than ten (10) months of service on July 1, shall receive one (1) day of paid vacation for each month of service from the date of hire to July 1.

B. For employees as of the date of the signing of the agreement dated July 1, 2017, the vacation schedule shall be as follows. However, for the employees who as of the date of the signing of the agreement dated July 1, 2017 receive 25 days of vacation per year (for 20+ years of service as of July 1), these employees are "grandfathered" and shall continue to retain their benefit of 25 days of vacation per year*:

<u>Years of Service as of July 1</u>	<u>Vacation Eligibility</u>
1	10 days
2	10
3	10
4	10
5	15
6	15
7	15
8	15
9	15
10	15
11	16
12	17
13	18
14	19
15+	20
*20+	25 (for "grandfathered" employees only)

For employees hired after the signing of the agreement dated July 1, 2017, the vacation schedule shall be as follows:

<u>Years of Service as of July 1</u>	<u>Vacation Eligibility</u>
1	10 days
2	10
3	10
4	10
5+	15

C. Employees who retire, or terminate before their normal vacation eligibility date (July 1), shall be entitled to a proration of the time earned, based on the months of service rendered commencing with the previous July 1.

For all vacation time unused at the time of his/her retirement, an employee shall receive one week's pay for each week of such unused time, and one day's pay for each unused day.

D. Employees with two (2) weeks or more vacation time must take a minimum of four (4) vacation days during the summer months (July and August). The Facilities Managers, with the approval of the Superintendent, reserves the right to make changes to the summer vacation time requirement as warranted by summer projects work load. Any changes will be strictly voluntary on the part of the effected employee and will be mutually agreed to by the effected employees at least one (1) month prior to the summer season. The balance of the time is to be scheduled during the school year at a time subject to the approval of the Facilities Manager with the approval of the Superintendent, with the number limited to three (3) Head Custodians and five (5) all other custodians in any one (1) full week. Seniority will prevail.

E. When a holiday falls during a vacation period, the holiday may be taken as an extra day.

F. In the event of a death in the family (immediate family) as set forth in Article VIII (10-I) the employee, if on vacation, shall have the right to change vacation to funeral leave per the terms of Article VIII (10-H).

ARTICLE XV - UNION SECURITY

All present bargaining unit members who are Association members shall maintain their Association membership as a condition of continued employment for the duration of the Agreement, and all present members of the bargaining unit who are not Association members shall, as a condition of continued employment, pay a weekly service fee to the Association for the duration of this agreement. The service fee shall be equal to the amount of the Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment. The Association will specify the amount of the service fee for non-members, and will inform the Board of any adjustments in the fee when they occur. The Association President will notify the Board of Education of any change in the amount of dues to be deducted starting with the first payday in April of each year, prior to March 1.

The Board shall deduct on the same payday each week from the pay of each Association member Association dues in an amount that shall be specified by the President of the Association in writing to the Board.

Dues collected by the Board shall be transmitted to the Association accompanied by a list of names of those employees from whose pay deductions were made.

All newly hired bargaining unit employees shall, as a condition of continued employment, either become an Association member as of the thirty-first day of the Agreement, or pay to the Association each month, as a condition of continued employment, a service fee as specified above for the duration of this Agreement, starting the next pay period after the thirty-first (31st) day of their hire by the Board. Employees who are Association members or who become Association members shall pay Association membership dues in accordance with the procedures set forth above.

The Board agrees to allow the Association to post official notices relative to labor/management issues upon bulletin boards in work locations where members of the bargaining unit are situated. The Board agrees to supply each bargaining unit employee with a copy of this Agreement, and will supply newly hired bargaining unit employees a copy of this Agreement upon their employment with the Board. The Board will supply the Association each year, on the anniversary date of the signing of this Agreement, with an updated list of bargaining unit members, listing their positions, their rate of pay, and their date of hire. The Board will, in a timely fashion, inform the Association in writing of any change in employee status.

ARTICLE XVI - EMPLOYMENT REGULATIONS

The Board of Education agrees to the following employment regulations:

A. Selection.

The Superintendent or his/her designee shall be responsible for the selection, duties and transfer of all custodial personnel. The employment and promotion of any custodian is subject to Board of Education approval. It shall be the established policy to secure the most competent candidates without discrimination against any qualified candidate.

B. Job Rights.

1. All employees' job rights in the bargaining unit shall be maintained and no discrimination shall be made because of place of residence, race, creed, color, religion, nationality, sex, union affiliation, union activity or marital status.

2. No employee shall be discharged or otherwise disciplined without just cause. In all cases of discipline the employee and the Local President shall be given written notice of the action and the reason therefore as soon as feasibly possible.

Discipline shall be progressive and shall normally follow in this order:

- A. Oral warning
- B. Written warning
- C. Suspension
- D. Discharge

Exceptions to the order may be made based on the seriousness of the alleged conduct. Warnings may be removed from the Personnel File only if the employee has no additional warnings for a period of two years.

C. Probation.

All new employees shall be subject to a probationary period of one-year duration.

1. One (1) month prior to the end of the employee's probationary period (or sooner if deemed necessary by the supervisor), the supervisor (Principal) shall submit to the Director of Facilities a written report as to the work of the employee and a recommendation for permanent consideration or dismissal based on performance during this probationary period.

2. A new employee shall be considered a probationary employee for twelve (12) calendar months following his/her first day of work for the Board during which period such employee may be laid off or terminated without regard to this Agreement.

3. The probationary employee shall not be eligible for any benefits during the first sixty (60) days of his/her probation. Once an employee successfully completes the first ninety (90) days of his/her probationary period, he/she shall receive retroactively all benefits that accrue to permanent employees except that insurance shall be effective on the first of the next month following the sixtieth (60th) day of the probationary period.

D. Promotion.

It is the policy of the Board of Education to notify custodial personnel when vacancies occur; all custodial personnel are eligible to apply. Promotions will be based upon required qualifications, satisfactory past performance, attendance, seniority where all other factors are equal, and an interview with the prospective supervisor.

1. All vacancies will be set out on the Board web site for five (5) days, all employees will be given an email address and provided with computer access with a copy provided to the Union President in pdf format. The Board reserves the right to reject any or all applications received after the closing date.
2. If an employee is promoted to a higher grade, he will receive a promotional increase computed as follows:
 - (a) The employee's salary level in the new grade scale will be on the same step in the new classification as his present pay grade scale.
 - (b) All promotions shall be subject to a probationary period of ninety (90) calendar days. Before the expiration of twenty (20) calendar days, the custodian may transfer back to his previous position. In the event the custodian fails probation, he will return to his previous post with no prejudice in salary or seniority. In the event that the previous position is no longer available, the employee may exercise the layoff process as per section F-1 of this Article. The opportunity to fill the vacated position will be offered to the next qualified applicant under the original posting.
 - (c) One (1) month prior to the end of the employee's probationary period (or sooner if deemed necessary by the supervisor), the supervisor (principal) shall submit to the Director of Facilities a written report as to the work of the employee and a recommendation for permanent consideration or return the employee to his/her previous position.
3. Successful applicants for positions will be required to remain in the new position for a period of one (1) year unless the position is a higher classified position.

E. Increment Policy.

Normal increments are to be granted once a year, effective July 1 of each year. Salary notifications are distributed to each new employee prior to the first payday in July.

1. Any new employee hired between January 1 and June 30 of any year, would be eligible for his first increment after completing six (6) months of satisfactory service. All other employees would receive their increments as stated in the above paragraph.
2. The Superintendent of Schools, at his/her discretion, reserves the right to withhold any increment for just cause.

F. Seniority.

Seniority of employment shall be recognized and, in the event of layoff or promotion, such seniority shall be recognized subject to the conditions listed below. The date of hiring shall determine seniority.

1. If layoffs are necessary, those with lowest seniority shall be laid off first, except that no more than ten percent (10%) of the low seniority people may be retained where special skills are a factor in staffing schools. Special skills shall be defined as an essential work activity not normally encountered by the majority of custodians in their daily job routines. Recall rights shall be in reverse order of layoff. An employee shall retain his/her seniority status and right to recall for 24 months following the date of his/her layoff. Seniority shall continue to accrue during the period in which an employee has a right to recall.
2. Seniority is defined as an employee's most recent period of continuous service within the bargaining unit.
3. An employee's seniority will be broken and cease when he/she:
 - (a) Resigns;
 - (b) Retires;
 - (c) Is discharged for just cause;
 - (d) Obtains a leave of absence by false or misleading statements;
 - (e) Utilizes a leave of absence for any other purpose than that for which it was granted;
 - (f) Is absent from work three (3) consecutive working days without acceptable reason or without giving notice to his/her supervisor;
 - (g) Exceeds a leave of absence without a satisfactory explanation to the Board;
 - (h) Fails to respond to notice of recall within two (2) working days indicating an intention to return to work within ten (10) days;
 - (i) Fails to report to work within ten (10) working days after notice of recall;
 - (k) Is laid-off for a consecutive period of two years.

G. Reduction In Force and Recall Procedure

In the event that a custodial position is eliminated, the following procedure will apply:

- a) The custodian affected will be able to bump the least senior member in his/her pay group. Seniority will be determined as set out in the contract under Article XVI.F.
- b) Should the custodian affected be the least senior member of his/her pay group, the custodian will bump the least senior member in the next lowest pay group, if that person has less seniority than the affected custodian. If that person has more seniority than the laid-off custodian, the affected custodian will bump into the next lowest pay grade.

- c) Should there be no custodian with less seniority, the custodian will be laid off.
- d) The laid-off employee will be placed on a recall list for a period of two years following the layoff. Seniority will continue to accrue during that period.
- e) If a position in the same or lower pay group becomes available, the employee on layoff will be notified by certified letter. If said employee refuses to take this position, he/she will be removed from the recall list and the Board will not be bound to offer future positions to the laid-off employee.

H. Clothing Allowance.

As of July 1, 2013, effective August 1, each employee shall receive an annual allowance of five hundred fifty dollars (\$550.00) to cover the cost of said clothing.

- 1. From this allowance each employee will be obligated to purchase an adequate number of approved "golf" type shirts, so these shirts can be worn during the school year.
- 2. In addition to the aforementioned each employee must wear suitable long pants (i.e. not ripped, stained or excessively soiled) during the school year.

The Board shall have the right to reopen negotiations in year two (July 1, 2018 -- June 30, 2019) of this Agreement as to outsourcing uniforms.

I. Job Tenure.

- 1. No custodial position shall be replaced by anyone outside the bargaining unit or lose his/her present level of employment by reason of any outside contract entered into by the Board of Education with any third (3rd) parties.

J. No Head Custodian shall be in charge of more than one (1) building at any one time.

K. Employees shall be compensated for the use of their personal vehicle at the current IRS rate.

ARTICLE XVII – RETIREMENT

A. The Union and the Board agree that all the terms and provisions of the Town Pension Plan titled, Town of Stratford Retirement Plan revised January 1, 1999 and amended by Appendix F-(i) shall apply to members of the bargaining unit eligible to join said Plan.

B. For those employees hired after July 1, 2000 they shall participate in a Money Purchase Plan identified as Appendix F (2) in the Plan Document.

ARTICLE XVIII – MISCELLANEOUS

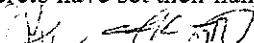
1. Prior Practice - Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees of the Board have enjoyed heretofore, unless such right, benefit or privilege has been superseded by a provision of this Agreement. Prior practice shall be defined as:

- (a) A consistent and ascertainable course of conduct;
- (b) Engaged in for some reasonable length of time;
- (c) Of which both parties are aware;
- (d) Which does not vary the express, written terms of the labor agreement;
- (e) Which is in respect to a given set of specific circumstances and conditions.

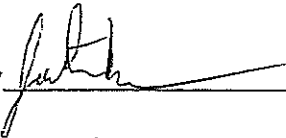
2. Validity - In the event any Article, Section or portion thereof of this Agreement is declared invalid by a tribunal or court of competent jurisdiction, the remainder of this Agreement shall remain valid and in full force. The parties agree that within ten (10) days after any portion of this Agreement has been declared invalid by such tribunal or competent jurisdiction; the parties shall meet for the purpose of negotiating a substitute for the portion(s) of the Agreement ruled to be invalid.

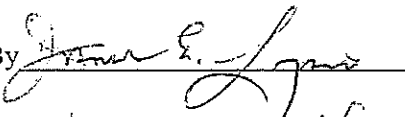
ARTICLE XIX - EFFECTIVE DATES

The Provisions of this Agreement shall be effective from July 1, 2017 to June 30, 2021.

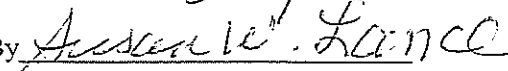
IN WITNESS THEREOF, the parties hereto have set their hands and seals this day of December 13, 2018. 

CUSTODIANS ASSOCIATION, LOCAL 134A STRATFORD BOARD OF EDUCATION

By  _____

By  _____

By  _____

By  _____

Negotiating Committee
 STRATFORD PUBLIC SCHOOLS
 CUSTODIANS ASSOCIATION, LOCAL 134A
 INTERNATIONAL FEDERATION OF
 PROFESSIONAL AND TECHNICAL
 ENGINEERS, AFL-CIO

Negotiating Committee
 STRATFORD BOARD OF EDUCATION

APPENDIX A
SALARY SCHEDULE FOR CUSTODIAL PERSONNEL
 July 2017-June 2018

STRATFORD PUBLIC SCHOOLS - CUSTODIAN ASSOCIATION

LOCAL 134A, International Federation of Professional and Technical Engineers, AFL-CIO

Salary Schedule for Custodial Personnel

July 2017 - June 2018

Days = 260 Days

Hours per Day = 8 hours

1.50 % Increase

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Head Custodian - High School	Hourly Rate	20.75	21.81	22.91	24.04	25.21	26.85
	Bi-Weekly	1,660.00	1,744.80	1,832.80	1,923.20	2,016.80	2,148.00
	Annual	43,160.00	45,364.80	47,652.80	50,003.20	52,436.80	55,848.00
Head Custodian - Middle Schools, Drivers & Head General Custodian at Chapel, SHL and ELI	Hourly Rate	19.79	20.80	21.85	22.96	24.10	25.66
	Bi-Weekly	1,583.20	1,664.00	1,748.00	1,836.80	1,928.00	2,052.80
	Annual	41,163.20	43,264.00	45,448.00	47,756.80	50,128.00	53,372.80
Head Custodian - Elementary, Driver & General Custodian, Alternative Driver	Hourly Rate	18.56	19.40	20.32	21.30	22.31	23.55
	Bi-Weekly	1,484.80	1,552.00	1,625.60	1,704.00	1,784.80	1,884.00
	Annual	38,604.80	40,352.00	42,265.60	44,304.00	46,404.80	48,984.00
Custodian	Hourly Rate	17.05	17.62	18.26	18.96	19.64	20.53
	Bi-Weekly	1,364.00	1,409.60	1,460.80	1,516.80	1,571.20	1,642.40
	Annual	35,464.00	36,649.60	37,980.80	39,436.80	40,851.20	42,702.40

APPENDIX B
SALARY SCHEDULE FOR CUSTODIAL PERSONNEL
 July 2018-June 2019

STRATFORD PUBLIC SCHOOLS - CUSTODIAN ASSOCIATION

LOCAL 134A, International Federation of Professional and Technical Engineers, AFL-CIO

Salary Schedule for Custodial Personnel

July 2018 - June 2019

Days = 260 Days

Hours per Day = 8 hours

1.50 % Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
Head Custodian - High School	Hourly Rate	21.06	22.14	23.25	24.40	25.59	27.25
	Bi-Weekly	1,684.80	1,771.20	1,860.00	1,952.00	2,047.20	2,180.00
	Annual	43,804.80	46,051.20	48,360.00	50,752.00	53,227.20	56,680.00
Head Custodian - Middle Schools, Drivers & Head General Custodian at Chapel, SHL and ELI	Hourly Rate	20.09	21.11	22.18	23.30	24.46	26.04
	Bi-Weekly	1,607.20	1,688.80	1,774.40	1,864.00	1,956.80	2,083.20
	Annual	41,787.20	43,908.80	46,134.40	48,464.00	50,876.80	54,163.20
Head Custodian - Elementary, Driver & General Custodian, Alternative Driver	Hourly Rate	18.84	19.69	20.62	21.62	22.64	23.90
	Bi-Weekly	1,507.20	1,575.20	1,649.60	1,729.60	1,811.20	1,912.00
	Annual	39,187.20	40,955.20	42,889.60	44,969.60	47,091.20	49,712.00
Custodian	Hourly Rate	17.31	17.88	18.53	19.24	19.93	20.84
	Bi-Weekly	1,384.80	1,430.40	1,482.40	1,539.20	1,594.40	1,667.20
	Annual	36,004.80	37,190.40	38,542.40	40,019.20	41,454.40	43,347.20

APPENDIX C
SALARY SCHEDULE FOR CUSTODIAL PERSONNEL
 July 2019-June 2020

STRATFORD PUBLIC SCHOOLS - CUSTODIAN ASSOCIATION

LOCAL 134A, International Federation of Professional and Technical Engineers, AFL-CIO

Salary Schedule for Custodial Personnel

July 2019 - June 2020

Days = 260 Days

Hours per Day = 8 hours

2.00 % Increase

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Head Custodian - High School	Hourly Rate	21.48	22.58	23.72	24.89	26.10	27.80
	Bi-Weekly	1,718.40	1,806.40	1,897.60	1,991.20	2,088.00	2,224.00
	Annual	44,678.40	46,966.40	49,337.60	51,771.20	54,288.00	57,824.00
Head Custodian - Middle Schools, Drivers & Head General Custodian at Chapel, SHL and ELI	Hourly Rate	20.49	21.53	22.62	23.77	24.95	26.56
	Bi-Weekly	1,639.20	1,722.40	1,809.60	1,901.60	1,996.00	2,124.80
	Annual	42,619.20	44,782.40	47,049.60	49,441.60	51,896.00	55,244.80
Head Custodian - Elementary, Driver & General Custodian, Alternative Driver	Hourly Rate	19.22	20.08	21.03	22.05	23.09	24.38
	Bi-Weekly	1,537.60	1,606.40	1,682.40	1,764.00	1,847.20	1,950.40
	Annual	39,977.60	41,766.40	43,742.40	45,864.00	48,027.20	50,710.40
Custodian	Hourly Rate	17.66	18.24	18.90	19.62	20.33	21.26
	Bi-Weekly	1,412.80	1,459.20	1,512.00	1,569.60	1,626.40	1,700.80
	Annual	36,732.80	37,939.20	39,312.00	40,809.60	42,286.40	44,220.80

APPENDIX D
SALARY SCHEDULE FOR CUSTODIAL PERSONNEL
 July 2020-June 2021

STRATFORD PUBLIC SCHOOLS - CUSTODIAN ASSOCIATION

LOCAL 134A, International Federation of Professional and Technical Engineers, AFL-CIO

Salary Schedule for Custodial Personnel

July 2020 - June 2021

Days = 260 Days

Hours per Day = 8 hours

2.10 % Increase

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Head Custodian - High School	Hourly Rate	21.93	23.05	24.22	25.41	26.65	28.38
	Bi-Weekly	1,754.40	1,844.00	1,937.60	2,032.80	2,132.00	2,270.40
	Annual	45,614.40	47,944.00	50,377.60	52,852.80	55,432.00	59,030.40
Head Custodian - Middle Schools, Drivers & Head General Custodian at Chapel, SHL and ELI	Hourly Rate	20.92	21.98	23.10	24.27	25.47	27.12
	Bi-Weekly	1,673.60	1,758.40	1,848.00	1,941.60	2,037.60	2,169.60
	Annual	43,513.60	45,718.40	48,048.00	50,481.60	52,977.60	56,409.60
Head Custodian - Elementary, Driver & General Custodian, Alternative Driver	Hourly Rate	19.62	20.50	21.47	22.51	23.57	24.89
	Bi-Weekly	1,569.60	1,640.00	1,717.60	1,800.80	1,885.60	1,991.20
	Annual	40,809.60	42,640.00	44,657.60	46,820.80	49,025.60	51,771.20
Custodian	Hourly Rate	18.03	18.62	19.30	20.03	20.76	21.71
	Bi-Weekly	1,442.40	1,489.60	1,544.00	1,602.40	1,660.80	1,736.80
	Annual	37,502.40	38,729.60	40,144.00	41,662.40	43,180.80	45,156.80

APPENDIX E
STRATFORD BOARD OF EDUCATION
FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Board shall follow all applicable Federal and State laws, policies and guidelines related to FMLA.