

**AGREEMENT
BETWEEN
BOARD OF EDUCATION, TOWN OF FAIRFIELD
AND
FAIRFIELD CUSTODIANS-MAINTENANCE
OF
THE UNITED PUBLIC SERVICE EMPLOYEES UNION
LOCAL 1779**

JULY 1, 2016 – JUNE 30, 2019



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AGREEMENT

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

ARTICLE I - RECOGNITION

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

ARTICLE II- HOURS OF WORK

1. The regular work week shall be 40 hours.
 - A. Hours worked in excess of eight (8) hours per day, Monday to Friday inclusive, or in excess of forty (40) hours per week or on Saturday shall be compensated at one and one-half (1-1/2) times the regular rate. Holidays, sick days and all other authorized absences under the terms of this contract shall be counted as time worked for purposes of computing overtime.
 - B. Hours worked on Sunday shall be compensated at two (2) times the regular rate, except where Sunday is part of the regular work week, or except as hereinafter stated.
 - C. Hours worked on a holiday recognized in this Agreement shall be compensated at two (2) times the regular rate. In addition, the employee will receive regular holiday pay. If a Friday or Monday is substituted for a Saturday or Sunday holiday, time worked on such Friday or Monday or any day designated as the substitute for a holiday shall be compensated at one and one-half (1-1/2) times the regular rate. Time worked on the official Holiday (Saturday or Sunday) will be compensated at two (2) times the regular rate, or except as hereinafter stated.
 - D. The specific lunch and dinner break schedules (specifically, the daily commencement and end time for lunch and dinner break and any other breaks) shall be developed in conjunction with a) Building Administrator b) Day or Evening Custodial Supervisor or Maintenance Supervisor and c) the Union and

the custodial/maintenance employee is required to adhere to said specific break time schedule. If the employee while on lunch break cannot leave school or if his lunch break is interrupted by a work assignment, then the lunch time is paid.

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

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

- G. Insofar as possible, supervisors shall endeavor to give at least four (4) hours notice of overtime work assignments.
- H. All overtime work shall be distributed equally among eligible employees as far as is practicable within classification.
- I. New employees shall serve a probationary period of ninety (90) days worked. All employees after completion of their probationary period shall become permanent employees and shall acquire a length of service record as of the date of their employment. Medical benefits and life insurance will become effective upon successful completion of the probationary period.
- J. All employees hired by the Board of Education on a full-time basis shall immediately be considered a probationary employee. Probationary employees shall not have the right to resort to the Grievance procedure in the event of discharge.

ARTICLE III - WAGES

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

The salary schedules for the 2016-2019 years are as displayed in Appendix A, B, C and D respectively. Wages for carpenters, licensed plumbers, heating technicians, and electricians will be increased by \$350 to compensate for specialized tools required. A similar provision of \$250 will be accorded masons, carpenter helpers and electrical helpers. The tool allowance will be paid as a lump sum on July 1, annually.

2. Pay increases to higher increment steps within job classifications will be based on regular progression.
3. An employee who completes fifteen (15) years of service with the Board and one year in step of grade immediately preceding the longevity step shall be paid an additional sum of \$300. Payment for Longevity Steps #10 and #15 will commence on anniversary date of completion of specified periods.
4. Head custodians in Grade II shall be paid at a rate no less than Step #4 of Grade 9, Custodian III.
5. The Board shall withhold from the wages of each employee the normal withholding tax due out of overtime pay or extra compensation, which is in fact paid by the Board of Education.
6. The Board shall provide at least twice annually an up-to-date check-off list and shall monthly provide a list to the Union of any persons new to the unit or leaving the unit, including retired employees.
7. Regular full-time employees working a daily schedule beyond 6:00 p.m. on an eight (8) hour shift basis shall receive an additional amount of \$600 annually and regular part-time employees working beyond 6:00 p.m. on a four (4) hour regular schedule shall receive an additional \$350 annually.
8. Employees who are required to provide automobile transportation from school-to-school shall be compensated at the IRS rate. Employee shall submit mileage reimbursement forms monthly. Reimbursement checks will be paid monthly, one

month in arrears. Mileage will be based on work orders, supervisor orders or approval. No mileage will be paid for travel to the first worksite of the day.

9. When an employee is assigned to the position of foreman or head custodian, he/she shall receive wages based on the next higher step pay rate in the higher classification, commencing on the second full day of each assignment.
10. Employees will be paid on a weekly basis. Other payment for overtime, etc., will be continued to be paid on a bi-weekly basis.
11. Any Electrician, Heating Technician or Plumber who is required to maintain certification and insurance will be reimbursed a non-wage sum of \$1,500 annually.
12. Effective no earlier than ninety (90) days following the signing of this Agreement, all employees must enroll in direct deposit.

ARTICLE IV - HOLIDAYS

1. The Board will recognize thirteen (13) paid holidays, or alternate designated dates.
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving (*Floating*)
 - Christmas Day
 - New Year's Day
 - Lincoln's Birthday
 - Washington's Birthday
 - Good Friday
 - Memorial Day
 - Martin Luther King Day
2. The Board shall have the scheduling option to determine when the Floating Holiday shall be taken.
3. In order to receive pay for the above referenced paid holidays, the employee must work the last regularly scheduled work day prior to and the first regularly scheduled work day subsequent to the holiday unless the absence is a previously approved personal or vacation day.

ARTICLE V – VACATIONS

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

<u>Length of Continuous Service*</u>	<u>Length of Vacation</u>
Under one year	One working day for each month's service to a maximum of ten working days.
One year up through five years*	Two calendar weeks <i>(ten working days)</i>
Six years up through ten years*	Three calendar weeks <i>(fifteen working days)</i>
Eleven years or over*	One additional day for each continuous year of active employment beyond, through, and including fifteen years <i>(not to exceed twenty total days)</i>
11 years (3 weeks + 1 day)	
12 years (3 weeks + 2 days)	
13 years (3 weeks + 3 days)	
14 years (3 weeks + 4 days)	
15 years (3 weeks + 5 days = 4 weeks)	

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

2. The qualifying date for determining earned vacation shall be June 30.
3. Vacations must be taken during the fiscal year in which the employee becomes entitled to the vacation. Pay in lieu of vacations will not be permitted.
4. Employees voluntarily terminating their services with the Board and giving two weeks notice (or four weeks if Head Custodian) will receive unused vacation accrued to 1/12th of their vacation for each full month of service since the previous July 1. If such 2 weeks/ 4 weeks notice is not provided to the Board, no vacation payout will be made. Vacation will be based on the amount they would have become entitled to the following July 1. Vacation accrual will also be paid to estate of employees who die or who retire.

5. Employees who are discharged for cause will not be entitled to payout of accrued unused vacation.
6. Employees will be permitted to schedule vacations at a time mutually acceptable to the employee and the Board. The Board will provide due consideration to the preferences of employees, consistent with the operational needs of the schools and offices. If there is a conflict as to when vacations shall be taken, senior employees working the same or similar operations will be given their preference.

ARTICLE VI - BENEFITS

1. Medical Insurance

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

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

- Effective upon approval and ratification – 16%
- Effective July 1, 2018 – 17%

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

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

referenced plans during the term of the 2000-2005 Agreement shall no longer be in effect. The following details the employee contribution levels for the duration of the contract.

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

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

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

Co-pays for the Medical Plan are as follows:

- Out of Network Deductible:\$325/\$650/\$975 effective January 1, 2011
- Home and Office/Walk-In/Specialist: \$30
- Hospital Co-Pay/Semi-Private Room/Inpatient Mental Health/ Substance Abuse/Skilled Nursing Facilities/Inpatient Rehabilitative Services: \$200
- Urgent Care: \$30
- Emergency Room Co-Pay: \$150
- Outpatient Surgery: \$100
- Outpatient Mental Health/Substance Abuse: \$30
- Outpatient Surgery: \$100
- Outpatient Rehab Services: \$30
- Prescription Drug: \$10/25/40 – 2x mail
- Vision: Up to \$75
(for a routine exam)

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

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

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

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

2. **Life Insurance**

The Board agrees to offer a paid \$40,000 life insurance policy for all individuals covered by this Agreement effective January 1, 2007.

3. **Sick Leave**

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

over 10 days. Upon the expiration of leave allowances, members may receive an additional 15 days of paid medical insurance premiums after five years of continuous service, or 30 days of paid medical insurance premiums after ten years of continuous service, providing a formal leave of absence has been requested and granted.

- b. Sick leave shall not be used to extend Holidays or vacations. In the event an employee is absent from work in a regularly scheduled work day prior to and/or the regularly scheduled work day subsequent to any Holiday, the employee may be denied sick leave with pay for either of said days unless the employee supplies a medical certificate satisfactory to the administration, if requested.
4. In any case in which the Board requires an employee to take a medical examination (including x-ray examinations) for any reason, the Board will pay the full cost of such examination if conducted by a physician or agency designated by the Board.

5. **Retirement**

Section 1:

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

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

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

Section 2:

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

- a. Contribution for said service will be based on the employee's starting annual salary when first employed by the Board.
 - b. The election for including prior service in the United States Military cannot be elected until such time as the employee has ten (10) years of service and/or becomes eligible for retirement as defined herein.
 - c. Existing employees shall have the right to purchase military service time equal the amount of time served on active duty in the Armed Forces of the United States but limited to a maximum of four (4) years of such service by paying for such service time at the rate equal to five (5) percent of such employees annual salary at the date of hire.
 - d. Employees hired subsequent to the Date of this Agreement shall indicate their election to purchase such military time on or before the second anniversary date of their hire and must complete the payment of such credit on or before the tenth (10th) anniversary date of their hire.
6. The existing pension plan shall be reopened for negotiation if any pension improvements are provided to any other unit covered by this pension plan.

7. All employees hired after the effective date of this Agreement shall participate in a 401(a) type pension plan with no eligibility or vesting rights in the Town's existing Pension System. The employee shall be required to contribute at least four percent (4%) of base salary to the Plan and may contribute up to the maximum allowed by law. The Town shall match the employee's contribution up to a maximum of four percent (4%) of base salary. The Town's contribution shall not vest until the employee has been continuously employed for five (5) years.

ARTICLE VII- MANAGEMENT CLAUSE

1. Except as herein provided in this Agreement, the right of the Board in all respects to manage its business, operations and affairs; discharge and discipline employees for cause, to sub-contract, and to change, combine, establish or discontinue jobs or operations, shall be unimpaired. The Board's not exercising any right hereby reserved to it, or its exercising any right in a particular way, shall not be deemed a waiver of any such right or preclude the Board from exercising the same in some other way not in conflict with the express terms of this Agreement.
2. Nothing in the Agreement shall be construed as abridging any right, benefit, or privilege that employees of the Board have enjoyed heretofore unless such practice has been superseded by provisions of this Agreement.

ARTICLE VIII - LEAVE

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

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

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

Up to five days in each school year may be allowed with pay for such absences which, in the opinion of the Superintendent of Schools or Director of Human Resources, are

considered unavoidable and reasonable, such as illness in the employee's immediate family.

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

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

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

ARTICLE IX - COPIES OF CONTRACT

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

ARTICLE X - SENIORITY LIST

1. Prior to September 1 of each year the Board will furnish the Union a list of employees in the bargaining unit showing their seniority, current wage classification, and accumulated sick leave as of July 1.
2. The Board of Education and the Union hereby recognize and accept the principle of seniority for layoffs and recall thereafter. All layoffs, shift preference, and rehiring shall be made in accordance with seniority by occupation upon length of service of the employee with the Board of Education in a position covered by this bargaining unit, provided the employee is qualified, and further provided, that the seniority list for employees other than maintenance employees will be divided into elementary and junior/high schools and the rights provided thereunder shall be based upon an employee's position on the applicable list.

3. Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for requested transfer. Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of equal classification for which they are qualified, on the basis of seniority.
4. Laid off permanent employees with the most seniority shall be rehired first and no new employees shall be hired until all laid off employees have been given an opportunity to return to work providing the employee recalled is qualified to fill the vacancy. In the event of a layoff, an employee shall retain his seniority status for two (2) years from the date of his layoff.
5. After July 1 in any fiscal year the Board will give ninety (90) days written notice of any individual being separated from employment during the school year by reason of loss of position.
6. The President, Vice-President, Treasurer, Secretary and one Chief Day Steward and one Chief Night Steward shall have super seniority in the event of a layoff provided that they have the ability to perform the remaining work without training or break-in.

ARTICLE XI – UNION BUSINESS LEAVE

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

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

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

ARTICLE XII - JOB DESCRIPTIONS

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

ARTICLE XIII- PROMOTIONS

“Whenever a vacancy occurs for any promotional position within the bargaining unit, the vacancy shall be posted in writing by electronic mail for at least five working days before it is filled to enable any eligible person to bid for the promotion. If two or more eligible applicants from within the unit are determined as equally qualified for the position then the interview committee shall consider, seniority in the unit as the determining factor. The decision of the Director of Operations shall be final. Until the last day of the 2016-2019 collective bargaining agreement, a hard copy of the posting shall also be posted at the Meadow Street maintenance office. Effective the last day of the collective bargaining agreement, the five (5) working day electronic mail posting shall be the only posting.

ARTICLE XIV – GRIEVANCE AND ARBITRATION PROCEDURE

Section One:

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

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

Step #2: Further review of such grievance shall be made by presenting in writing such grievance to the Superintendent of Schools. Within ten (10) days (excluding Saturdays and Sundays) after receipt of said notice, the Superintendent or his delegate shall arrange to and shall meet with the Union for the purpose of adjusting or resolving such grievance. The Superintendent or his delegate shall render a decision in writing concerning such grievance within ten (10) days (excluding Saturdays and Sundays) of such meeting.

If such grievance is not resolved to the satisfaction of the Union, the Union may, within ten (10) days (excluding Saturdays and Sundays) of such decision initiate Step #3 of this procedure.

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

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

Section Two:

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

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

The fee of the arbitrator and the administration expense of the arbitration, if any, shall be shared by the Board paying 60% of said costs, and the Union paying the remaining 40%

of said cost but other expenses shall be borne by the party incurring them, including payments to representatives, witnesses, etc.

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

ARTICLE XV - EFFECTIVE DATE AND MODIFICATION OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2016 through June 30, 2019. It shall remain in effect thereafter unless and until either party gives notice to the other of its intention to terminate, amend or modify such contract as of the expiration date in accordance with the State of Connecticut applicable statutes.

ARTICLE XVI- SAVINGS CLAUSE

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

ARTICLE XVII- UNION SECURITY PROVISION

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee on or within thirty (30) days of the date of hiring or within thirty (30) days after the effective date of this Agreement, whichever is later.

1. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if he or she tenders his or her periodic dues uniformly required as a condition of membership.

Said service fee shall be in an amount and under conditions determined by the Union and not inconsistent with applicable case law or statute.

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

ARTICLE XVIII – COVERAGE FOR EXTRA ACTIVITIES

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

ARTICLE XIX – SAFETY

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

In addition, all employees must wear work boots/safety shoes that are compliant with applicable occupational safety and health standards. Board will reimburse each employee

in the amount of up to \$125.00 per year upon submission of a receipt for the purchase of work boots/safety shoes.

ARTICLE XX – REASONABLE SUSPICION DRUG TESTING

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

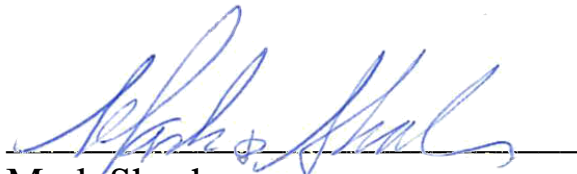
- 1) The supervisor or manager who makes a reasonable suspicion determination will not conduct the drug or alcohol test.
- 2) The Board shall contact the testing agency and the employee will remain on site, supervised by a Board of Education employee, until the agency employee arrives and during the full time of the testing process.
- 3) The employee must submit to reasonable suspicion drug or alcohol test. Failure or refusal to submit to a reasonable suspicion drug or alcohol test, as directed by a manager or supervisor, shall constitute a positive drug test.
- 4) For an employee who tests positive to drugs and/or alcohol may be subject to disciplinary action up to and including termination of employment.
- 5) An employee who acknowledges having a drug/alcohol problem to a human resources department and seeks help for same prior to be directed to taking a reasonable suspicion drug test, will be given the opportunity to seek help and assistance for said drug/alcohol issue, and the employee’s acknowledgement of the drug/alcohol problem under these circumstances shall not be the basis for discipline of the employee.

- 6) An employee who tests positive to drugs and/or alcohol or fails and/or refuses to participate in a reasonable suspicion drug or alcohol test, shall be suspended five (5) days without pay for the first offense; and terminated upon a second offense.
- 7) If the employee is three (3) years without a positive test/failure/refusal, his record will be cleansed.

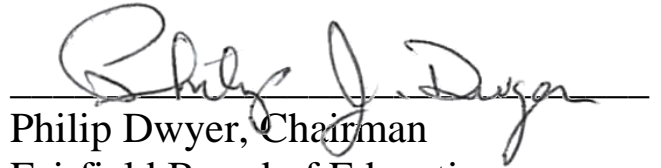
In Witness whereof, the parties have caused their names to be signed on this 16th day of March, 2018.

For The Union

For The Board



Mark Sheehan
Staff Representative
UPSEU



Philip Dwyer, Chairman
Fairfield Board of Education

3/19/18

Date

21-Mar 2018

Date



Robert Brunetti, President

3/19/18

Date



Kevin E. Boyle
UPSEU President

3/16/18

Date

APPENDIX A

**FAIRFIELD PUBLIC SCHOOLS
Fairfield, Connecticut**

CUSTODIAL – MAINTENANCE

2016-17

Grade	1	2	3	4	L11	LL16
8 Custodian II	38,532	39,686	40,880	42,106	50,900	51,361
9 Custodian III/Maint. Repairman I	40,789	42,012	43,270	44,571	53,435	53,896
10 Automotive Equip. Oper.	43,015	44,305	45,633	47,003	56,494	56,958
11 Maintenance Repairman II	45,505	46,868	48,275	49,722	59,296	59,758
12 Custodian III Head	49,759	51,249	52,789	54,372	62,292	62,754
13 Custodian Supervisor I	47,771	49,205	50,681	52,202	62,325	62,788
14 Custodian Supervisor I Head	50,179	51,679	53,231	54,829	65,467	65,930
15 Custodian Supervisor II	50,519	52,035	53,594	55,201	65,357	65,819
16 Custodian Supervisor II Head	53,066	54,659	56,298	57,987	68,652	69,114
17 Maintenance Repairman III	53,750	55,365	57,024	58,735	68,895	69,358
18 Master Craftsman	56,246	57,934	59,672	61,462	72,196	72,658
20 HVAC	67,643	69,675	71,764	73,913	86,850	87,414

Effective July 1, 2016, a 2% general wage increase plus incremental step advancement for those employees who are not on max step. Retroactive payments shall be made only to those employees still on the payroll.

APPENDIX B

FAIRFIELD PUBLIC SCHOOLS
Fairfield, Connecticut

July 1, 2017 – December 31, 2017

Grade	1	2	3	4	L11	LL16
8 Custodian II	38,917	40,083	41,288	42,527	51,409	51,875
9 Custodian III/Maint. Repairman I	41,197	42,432	43,703	45,017	53,969	54,435
10 Automotive Equip. Oper.	43,446	44,748	46,089	47,473	57,059	57,527
11 Maintenance Repairman II	45,960	47,337	48,757	50,219	59,889	60,355
12 Custodian III Head	50,256	51,761	53,317	54,916	62,915	63,382
13 Custodian Supervisor I	48,248	49,697	51,188	52,724	62,948	63,416
14 Custodian Supervisor I Head	50,681	52,196	53,763	55,377	66,121	66,589
15 Custodian Supervisor II	51,024	52,556	54,130	55,753	66,010	66,477
16 Custodian Supervisor II Head	53,596	55,205	56,861	58,567	69,339	69,805
17 Maintenance Repairman III	54,287	55,918	57,594	59,322	69,584	70,052
18 Master Craftsman	56,808	58,513	60,269	62,077	72,918	73,384
20 HVAC	68,320	70,372	72,482	74,652	87,718	88,288

Effective July 1, 2017, a 1% general wage increase plus incremental step advancement to those employees who are not on max step. Retroactive payments shall be made only to those employees still on the payroll.

APPENDIX C

FAIRFIELD PUBLIC SCHOOLS
Fairfield, Connecticut
January 1, 2018 – June 30, 2018

Grade	1	2	3	4	L11	LL16
8 Custodian II	39,306	40,484	41,701	42,952	51,923	52,394
9 Custodian III/Maint. Repairman I	41,609	42,856	44,140	45,467	54,509	54,979
10 Automotive Equip. Oper.	43,880	45,195	46,550	47,948	57,630	58,102
11 Maintenance Repairman II	46,420	47,810	49,245	50,721	60,488	60,959
12 Custodian III Head	50,759	52,279	53,850	55,465	63,544	64,016
13 Custodian Supervisor I	48,730	50,194	51,700	53,251	63,577	64,050
14 Custodian Supervisor I Head	51,188	52,718	54,301	55,931	66,782	67,255
15 Custodian Supervisor II	51,534	53,082	54,671	56,311	66,670	67,142
16 Custodian Supervisor II Head	54,132	55,757	57,430	59,153	70,032	70,503
17 Maintenance Repairman III	54,830	56,477	58,170	59,915	70,280	70,753
18 Master Craftsman	57,376	59,098	60,872	62,698	73,647	74,118
20 HVAC	69,003	71,076	73,207	75,399	88,595	89,171

Effective January 1, 2018, a 1% general wage increase. No Step advancement.

APPENDIX D

**FAIRFIELD PUBLIC SCHOOLS
Fairfield, Connecticut**

CUSTODIAL – MAINTENANCE

2018 – 2019

Grade	1	2	3	4	L11	LL16
8 Custodian II	39,896	41,091	42,327	43,596	52,702	53,180
9 Custodian III/Maint. Repairman I	42,233	43,499	44,802	46,149	55,327	55,804
10 Automotive Equip. Oper.	44,538	45,873	47,248	48,667	58,494	58,974
11 Maintenance Repairman II	47,116	48,527	49,984	51,482	61,395	61,873
12 Custodian III Head	51,520	53,063	54,658	56,297	64,497	64,976
13 Custodian Supervisor I	49,461	50,947	52,476	54,050	64,531	65,011
14 Custodian Supervisor I Head	51,956	53,509	55,116	56,770	67,784	68,264
15 Custodian Supervisor II	52,307	53,878	55,491	57,156	67,670	68,149
16 Custodian Supervisor II Head	54,944	56,593	58,291	60,040	71,082	71,561
17 Maintenance Repairman III	55,652	57,324	59,043	60,814	71,334	71,814
18 Master Craftsman	58,237	59,984	61,785	63,638	74,752	75,230
20 HVAC	70,038	72,142	74,305	76,530	89,924	90,509

Effective July 1, 2018, a 1.5% general wage increase plus incremental step advancement for those employees who are not at max step.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Fairfield Board of Education and the Custodians-Maintenance Local 1779 of Council #4, AFSCME for the purpose of memorializing the Board's decision to change insurance plan design from the option(s) currently set forth in the 2012 - 2016 collective bargaining agreement between the parties, to the Oxford/United Healthcare Freedom Select POS HEP Preferred Plan offered through the State of Connecticut and designated as the State Partnership Plan 2.0 (SP2.0). The Board regards this change as within its rights under the collective bargaining agreement, its inherent management rights and/or applicable practice and legal precedent to effect this change without the necessity of agreement by the Union.

The Board also understands that the Union may take the position that the Board may not unilaterally implement this change, on the basis and argument that SP2.0 is not substantially equivalent to the current insurance plan option(s) set forth in the collective bargaining agreement between the parties.

However, both parties acknowledge that the change of insurance plan offering to SP2.0 is beneficial to both the District and the bargaining unit, and that, accordingly, the issue of unilateral change versus bargaining obligation need not be resolved in connection with this issue.

Accordingly, the details set forth below serve to clarify and detail the specifics of the Board's change from the current insurance options set forth in the current collective bargaining agreement and to which the Union does not object, rather than as a negotiated modification of the collective bargaining agreement.

1. Notwithstanding the provisions of Article VI, Benefits in the collective bargaining agreement between the parties, effective July 1, 2016 the only medical, RX and dental insurance plan offered by the Board shall be the SP2.0.
2. Current premium cost share percentages for medical, RX and dental shall follow negotiated percentages for each fiscal year for the term of the collective bargaining contract but will be applied to the SP2.0 rates.
3. Premium rates will be established by the State of Connecticut for the relevant July 1 through June 30 yearly period, and shall be inclusive of medical, RX and all administrative fees. Mr. Slowik indicated that the 2016-2017 rates have not yet been determined.

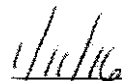
4. The premium rates will be as established by the State for single, employee + one and family, and for actives, pre-65 retirees, Medicare retirees and post-65 non- Medicare eligible retirees, but blended consistent with Board practice to provide for uniform rates across category for actives and retirees. This will result, for example, in an active custodian/maintenance employee with family coverage paying a higher premium than the active employee family rate posted by the State.
5. SP2.0 design and co-payments shall be as specified in the four (4) page multi- color document distributed on December 14, 2015 by Mr. Slowik and Ms. Dunn, titled Connecticut Partnership Plan 2.0, and with page headings "Why Join CT Partnership 2.0," "MEDICAL BENEFIT SUMMARY" and "DENTAL BENEFIT SUMMARY." (ATTACHMENT 1).
6. In lieu of the dental plan offered by the Board in Article VI, Section 1 of the current collective bargaining agreement, the Board will provide the "Unlimited Annual Maximum Plan" described on the last page of ATTACHMENT 1. Said Plan is currently administered by Cigna.
7. Current Dental Plan premium cost share percentages will follow negotiated percentages for each fiscal year for the term of the collective bargaining agreement but will be applied to the SP2.0 rates.
8. Employees participating in the medical insurance are not required to enroll in the Dental Plan.
9. The SP2.0 Cigna Vision Rider (lenses and frames) will not be offered. However, medical based vision issues and checkups are provided through SP2.0.
10. In the event the Board at any time exercises its specific or management rights under the collective bargaining agreement to leave the SP2.0 plan for an equal or better plan or carrier, then the Board, in determining if the new plan or carrier is equal or better, may use the plan offering in the current collective bargaining agreement in force at the time of signing this Memorandum of Understanding as the baseline for determining equal or better. The Board will not be required to use SP2.0 as the baseline.
11. As of December 18, 2015, the Board's attorney has been advised by Bernard Slowik, Partnership Plan Health Care Analyst with the Connecticut Office of the State Comptroller, that a Summary Plan Description for SP2.0 has not yet been finalized.

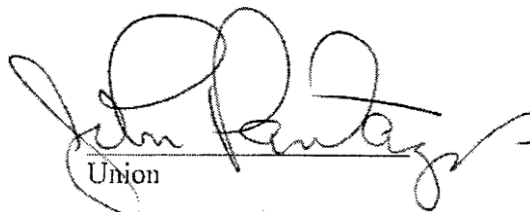
12. In the event SP2.0 is amended by the State, such amendments shall be in full force and effect for the term of the collective bargaining agreement, without the necessity of any action by either the Board or the Union, but shall not limit or curtail the Board's rights to leave SP2.0 for an equal or better plan.
13. The SP2.0 contains a Health Enhancement Plan component. All employees participating in the SP2.0 will be required to join the HEP and will be subject to its terms and provisions.


Details of the HEP are addressed in the single page "Health Enhancement Program (HEP)" document distributed at the December 14, 2015 State Presentation (ATTACHMENT 2) the single page document "State of CT Preventive Care Requirements" (ATTACHMENT 3) also distributed on December 14, 2015, and the three page document "ATTACHMENT B - Specifics Relating to Health Enhancement Program." (ATTACHMENT 4).

14. Participation in the SP2.0 and the HEP are conditioned upon the employee completing and submitting necessary enrollment forms (written or electronic as determined by the administrator) during the specified enrollment period, and also signing an authorization for the deductions of premium cost shares through payroll deductions.
15. In the event SP2.0 Plan administrators impose the HEP non-participation or non-compliance \$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, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
16. In the event the State does not accept the Board's application for participate in SP2.0, then current collective bargaining agreement insurance provisions will continue as set forth in the current collective bargaining agreement.


Board of Education


Date


Union


Date

