

AGREEMENT
BETWEEN
THE MILFORD BOARD OF EDUCATION
AND
MILFORD SCHOOL CUSTODIANS AND MAINTAINERS UNION
LOCAL 2018, COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO

JULY 1, 2014 to JUNE 30, 2018

TABLE OF CONTENTS

ARTICLE I -	RECOGNITION	1
ARTICLE II -	UNION SECURITY	1
ARTICLE III -	NO DISCRIMINATION	3
ARTICLE IV -	PROBATIONARY EMPLOYEES	3
ARTICLE V -	RIGHTS OF EMPLOYER	3
ARTICLE VI -	UNION ACTIVITIES	4
ARTICLE VII -	PROMOTIONS, TRANSFERS & LAYOFFS	5
ARTICLE VIII -	ELIGIBILITY FOR FRINGE BENEFITS	6
ARTICLE IX -	HOURS OF WORK	6
ARTICLE X -	HOLIDAYS	8
ARTICLE XI -	VACATIONS	9
ARTICLE XII -	SICK LEAVE	11
ARTICLE XIII -	FUNERAL PAY	13
ARTICLE XIV -	LEAVES OF ABSENCE	13
ARTICLE XV -	WAGES	14
ARTICLE XVI -	LONGEVITY	16
ARTICLE XVII -	INSURANCE	16
ARTICLE XVIII -	GRIEVANCE PROCEDURE	18
ARTICLE XIX -	DISCIPLINARY PROCEDURE	19
ARTICLE XX -	NO STRIKE	20
ARTICLE XXI -	PENSION	20
ARTICLE XXII -	UNIFORMS	20
ARTICLE XXIII -	ENTIRE AGREEMENT	21
ARTICLE XXIV -	DURATION	21
SCHEDULE A	
SCHEDULE B	
MEMORANDA OF AGREEMENT	

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ARTICLE I - RECOGNITION

1.0 The Board of Education, hereinafter called the Board, hereby recognizes Local 2018 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the Union, as the representative for the purposes of collective bargaining for all full time employees engaged in custodial and maintenance work in the public school system of the Board, excluding supervisors, certified personnel and all cafeteria classifications.

1.1 The Board recognizes the Union as the sole and exclusive bargaining agent for the employees in the above-described unit for the purposes of collective bargaining with respect to wages, hours and other conditions of employment.

1.2 A full time employee shall be defined as one who regularly works at least twenty (20) or more hours per week.

ARTICLE II - UNION SECURITY

2.0 Each employee covered by this Agreement shall be required as a condition of continued employment, to become a member of the Union or pay a service fee on or within thirty (30) days of the date of hiring or the effective date of this Agreement, whichever is later. Said service fee shall be in an amount determined by the Union in accord with applicable law.

2.1 The Board agrees to deduct from the pay of all its employees such membership dues or service fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof.

2.1a Upon receipt of a voluntary written assignment from an employee in the form annexed hereto as Schedule "A", the Board shall, pursuant to such assignment, deduct from the wages due said employee each month, the regular monthly dues or service fees, if any as specifically provided for in said authorization. The Board further agrees to make provision to transmit the monthly dues collected to the authorized Union officer who is designated in writing to the Comptroller of the City of Milford or the appropriate fiscal officer, by the President and

Treasurer of the Union, so long as the authorization is validly in effect and not evoked by an employee. Said dues remittance will be accompanied by a list of names and employees from whose wages dues or service fee deductions have been made.

2.1b The Board shall be relieved from making such "checkoff" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the checkoff authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any one of the foregoing enumerated absences, the Board will immediately resume the obligations of making said deductions. This provision however, shall not relieve any employee of the obligation to make the required dues or fee and initiation payment pursuant to the Union constitution in order to remain in good standing.

2.1c It is specifically agreed that the Board assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Board harmless from any claims, actions or proceedings by any employee arising from the deductions made by the Board hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

2.1d The Board shall not be obliged to make dues deductions of any kind for any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

2.1e Temporary employees shall only be used for a period not to exceed ninety (90) days, after which they shall be covered under the provisions of Article 4.0 and shall be retroactively eligible for benefits. The 90-day limitation shall not apply to an employee hired to cover for an employee(s) out on a leave(s) of absence. During the 90-day period, the Board shall not deduct union dues.

2.1f The Board may utilize temporary employees for up to one hundred and twenty (120) work hours per week (prorated for partial work weeks) in the aggregate to fill in for employees who are absent from work due to illness, personal day, or funeral leave.

2.2 The deduction of any month shall be made during the second payroll week of said month and shall be remitted to Local 2018 together with a list of the names of employees from whose wages such deductions have been made not later than the last day of said month.

2.3 The Board will provide each employee with a copy of this Agreement within thirty (30) days after the date of signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire. Five (5) signed copies will be sent to the Council #4 office, by the Board within thirty (30) days after the signing of this Agreement.

ARTICLE III - NO DISCRIMINATION

3.0 Neither the Board nor the Union shall discriminate against or in favor of any employee in the collective bargaining unit nor against any other employee on account of race, color, creed, national origin, sex, age, union activity or political activity.

ARTICLE IV - PROBATIONARY EMPLOYEES

4.0 Newly hired employees shall be considered probationary for a period of one hundred eighty (180) calendar days from the date of hiring. Such employee may be discharged or disciplined at the will of the Board during such probationary period and no action of the Board with respect to such employee shall be subject to recourse by either the employee or the Union, nor to grievance or arbitration procedures or other controls by the Union on behalf of the employee. After the completion of the probationary period as aforesaid, all employees shall acquire seniority as of date of hire.

ARTICLE V - RIGHTS OF EMPLOYER

5.0 The Board maintains the exclusive right to direct the operations of the school custodial and maintenance personnel in the public system and nothing in this Agreement shall be construed to limit or impair the right of the Board to exercise its own discretion on all of the following matters, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable to do any or all of the following:

5.0.1 Manage its business generally;

5.0.2 Direct employees;

5.0.3 Hire, layoff, promote, transfer and assign employees, and to increase and decrease the work force;

5.0.4 Suspend, demote, discharge or take other disciplinary action;

5.0.5 To relieve employees from duty due to lack of work or other legitimate reasons;

5.0.6 To take any action necessary in order to maintain the efficiency of the school system;

5.0.7 To determine the methods, means, manner and personnel by which services shall be rendered;

5.0.8 To take any actions necessary in situations of emergency, regardless of prior commitment, to carry out the responsibility of the City to the citizens of Milford;

5.0.9 To determine the schedules of work;

5.0.10 To maintain order and efficiency in the schools and places of work;

5.0.11 To determine the qualifications of employees;

5.0.12 To determine and redetermine job content and description;

5.0.13 To determine the starting and quitting time;

5.0.14 To determine the number of hours to be worked;

5.0.15 To make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of the schools and after advance notice thereof to the Union and the employees to require compliance therewith by employees; and

5.0.16 The Board shall have all of the rights and prerogatives, including those exercised unilaterally in the past, subject only to expressed restrictions on such rights, if any, as are provided in this Agreement.

5.1 The right to make reasonable rules and regulations shall be considered an acknowledged function of the Board. In making rules and matters of working conditions, the Board shall be bound by the obligations imposed by law.

5.2 The Board may require employees to submit to reasonable suspicion drug and alcohol testing. Drug testing shall be conducted in accordance with the procedures set forth in Section 31-51t et. seq. of the General Statutes of Connecticut.

ARTICLE VI - UNION ACTIVITIES

6.0 No employee shall engage in any union activity which interferes with the performance of work during his working time or in working areas of the Board at any time except for the grievance procedure as herein provided.

6.1 Members of the Union negotiating committee shall be granted time off from work during normal working hours, without loss of pay, in order to attend all bargaining sessions between the Board and the Union for the purposes of negotiating the terms of the Agreement, when such sessions take place at a time during which such members are scheduled to work.

6.2 The Chief Steward or Steward representing the grievant shall be granted time off from work, without loss of pay, for all meetings between the Board and the Union for the purpose of discussing grievances, to which the Union is a party, when such meetings take place at a time during which members are scheduled to work.

6.3 The Local President, or his designee, with permission of the Superintendent of

Schools, or his designee, shall, without loss of pay, have access to bargaining unit members during working hours.

6.4 The parties agree to participate in Labor-Management meetings once per quarter to discuss new or ongoing workplace issues. Two bargaining unit members shall be allowed to attend such meetings without loss of pay.

ARTICLE VII - PROMOTIONS, TRANSFERS & LAYOFFS

7.0 When a position is to be filled, the job will be posted in all affected schools for a period of five (5) scheduled working days. The position shall be filled internally and within classification, within fifteen (15) working days after the posting deadline. i.e.. Maintainer to Maintainer or Custodian to Custodian.

Individuals who have properly filed bids within the time prescribed in the posted notice will be considered, and selection shall be based cumulatively upon the employee's qualifications, work history and seniority. For the purposes of this Article, seniority is defined as the system wide length of continuous service, less deductions for leave of absence and less periods of absent time on account of temporary layoffs.

7.0.1 (a) Vacancies will be filled by voluntary transfers from among applicants who apply before being filled on a promotional basis. The most senior, qualified employee who applies shall be transferred.

7.0.1 (b) Transfers shall not be made for disciplinary reasons.

7.0.1 (c) When involuntary transfers are necessary, the least senior, qualified employee shall be transferred.

7.1 An employee promoted to a higher rated position or transferred to another position shall be considered probationary in said position for a period of sixty (60) calendar days. During the probationary period, the employee may be removed from his job if, in the opinion of the Board, such is deemed necessary for the best interests of the school system. The employee may also remove him or herself during the same time period. If an employee is so removed during the probationary period on the new job, said employee shall be returned to the position last held prior to his promotion or transfer. Removal from a job shall exclude an employee from consideration for the same position for six (6) months.

7.2 Layoffs within classifications shall take effect as follows, assuming remaining

employees have the qualifications to perform the remaining work:

7.2.1 All substitute and temporary employees regardless of weekly hours;

7.2.2 Employees performing less than twenty (20) hours of work per week;

7.2.3 Those employees working twenty (20) or more hours but less than full-time;

7.2.4 Probationary employees;

7.2.5 Except as provided in subsection 7.2.6 hereof, the employee with the least seniority first;

7.2.6 An employee scheduled for a layoff may, or an employee who loses his/her position due to a school closing if he so desires, replace an employee with less seniority in an equal or lower job classification provided the bumping employee has greater seniority than the employee whom he bumps.

7.3 Employees who have been laid off pursuant to the above, shall be rehired in reverse order, and no new employee shall be hired in these classifications until all employees laid off, in those classifications, have been given an opportunity to return to work. Employees on layoff will retain recall rights for twenty four (24) months or their length of service, whichever is less.

7.4 Officers and stewards of the Union shall have super seniority, within each classification, in the event of a layoff.

ARTICLE VIII - ELIGIBILITY FOR FRINGE BENEFITS

8.0 Only full-time employees as defined in Article I, Section 1.2, shall be eligible for sick leave, holiday pay benefits, funeral pay benefits, insurance benefits, leaves of absence, and all other benefits other than wages, set forth in this Agreement. It being the intention of this Agreement to exclude part-time, substitute or temporary personnel employed on any basis other than permanent from "fringe" or additional benefits under this Agreement.

ARTICLE IX - HOURS OF WORK

9.0 The regular hours for full time employees subject to this Agreement shall be as follows:

a) Custodial Employees

9.0.1 First Shift: Forty (40) hours per week divided equally over five (5) days, eight hours each from Monday through Friday. The scheduled hours of work shall be from 7:00 A.M. to 3:30 P.M. excluding one-half (1/2) hour for lunch. At each high school and each middle school, one

custodian on the first shift shall work 6:00 a.m. - 2:30 p.m. when school is in session for purposes of opening the building. First shift employees shall be offered these hours by seniority.

9.0.2 Second Shift: Forty (40) hours per week divided equally over five (5) days, eight hours each from Monday through Friday. The scheduled hours of work shall be from 2:00 P.M. to 10:30 P.M. with one-half (1/2) hour for lunch. Provided, however, the second shift shall change to day shift during school vacation periods of more than two (2) consecutive days duration. However, second shift custodians will report one (1) hour earlier than their regular report time, when school classes end early, unless nightly events have to be covered.

9.0.3 Alternative Hours: The Board may establish up to a maximum of six (6) full time positions with hours and days of work which differ from those described in 9.0.1 and 9.0.2 above. Such positions shall not be used to supplant overtime for outside programs. The positions shall be forty (40) hours per week divided equally over five (5) consecutive days, eight and one-half (8 ½) consecutive hours each day with one-half (1/2) hour unpaid lunch. Once the position is established and had been awarded through the normal bidding procedure, the hours of work, work location and days off will not be changed without three (3) months notice, unless the position becomes vacant.

9.0.4 Section 9.0.3 will not be used to force custodians holding first shift or second shift positions to change their work hours or days off, however first and second shift employee may volunteer for a transfer to any newly created position under this paragraph. If an existing first shift or second shift custodial position becomes vacant, it shall be filled through the bidding process described by Article VII. After all custodians have been afforded the opportunity to bid and all vacancies resulting from such movement have been filled, the residual vacancy may be converted under section 9.03.

b) Maintenance Employees

9.0.5 First Shift: Forty (40) hours per week divided equally over five (5) days, eight hours each from Monday through Friday. The scheduled hours of work shall be from 7:00 A.M. to 3:30 P.M. with one-half (1/2) hour for lunch.

9.0.6 Second Shift: Forty (40) hours per week divided equally over five (5) days, eight hours each from Monday through Friday. The regularly scheduled second shift for each employee shall commence between 12:00 noon and 2:00 pm and shall conclude between 8:30 pm and 10:30 pm with a one-half hour (1/2) unpaid dinner. The regular shift shall be fixed for each employee and may not be changed, except by mutual consent and only within the hours specified above; provided, however, the second shift shall change to day shift during school vacation periods of more than two (2) consecutive days duration.

It being the intention of the parties to provide maintenance employees on the first shift as of 1 January 1997 with continued first shift employment, maintenance employees on the first shift as of 1 January 1997 shall not be involuntarily transferred or reassigned to the second shift.

When the Board determines that temporary special maintenance projects (not performed by second shift maintenance employees as part of their regularly scheduled shift) will be accomplished on second shift, such special projects shall be offered on a voluntary basis to available, qualified maintenance employees on the first shift, including those who were on the payroll on 1 January 1997. If sufficient first shift maintenance employees reasonably needed to complete the special project in a timely manner do not volunteer to perform the special project on second shift, such work may be accomplished by the Board by other means. Nothing herein is intended to expand or abridge the rights of the Board under Article V.

9.1 Compensation for all employees at a rate one and one-half (1-1/2) times the regular hourly rate will be paid for all work performed in excess of the regular eight (8) hour per day or forty (40) hour work week. Hours worked on Sunday shall be paid at twice (2x) the hourly rate of the employee.

9.2 The Board herewith covenants and agrees to use its best efforts to equalize the distribution of overtime for all employees subject to this Agreement.

9.3 When an employee is called to work outside his regularly scheduled working hours, he shall be paid a minimum of four (4) hours at time and one-half (1-1/2) his regular hourly rate, except for Sunday which will be paid at twice (2x) the hourly rate. The foregoing shall not apply when the hours worked are contiguous to the employee's regular shift, except when responding to a call from the alarm company, in which case the employee shall be entitled to the four hour minimum.

9.4 Evening custodians shall receive a stipend of \$1,000 yearly as differential pay.

Second shift maintenance shall receive a stipend of \$1,000 yearly as differential pay.

9.5 School administrator shall work with the custodian at each school to remedy issues of time constraints regarding clean-up after lunch waves. Members shall be indemnified by the Board of Education for any claims associated with inadequate clean-up between lunch waves.

ARTICLE X - HOLIDAYS

10.0 The following holidays shall be observed as days off with pay, said pay to be eight (8) hours a day at straight time: Day before New Year, New Year's Day, Martin Luther King's Birthday, Presidents Day, Independence Day, Labor Day, Good Friday, Veteran's Day, Memorial Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, Yom Kippur, Rosh Hashanah, provided that, with respect to the above days, school is not in session, and with respect to Yom Kippur and Rosh Hashana, only if such days fall on the employee's regularly scheduled work day and school is not in session that day.

If school is in session such days shall be available as a compensatory day to be scheduled floating holiday by mutual agreement between the employee and his supervisor.

10.1 Holidays falling on a Saturday shall be celebrated on the preceding Friday provided that school is not in session on that day. Holidays falling on a Sunday shall be celebrated on the following Monday provided that school is not in session on that day. In the case of an employee whose regular work week is other than Monday through Friday and a holiday is celebrated on a non-workday for that employee, the employee will receive a floating holiday.

10.2 When a Holiday occurs during an employees regular vacation, said Holiday shall not be charged against the employee's earned vacation time. Such affected employees shall be granted an additional day off at a time mutually agreeable to the Board.

10.3 If an employee is absent and does not work the full regularly scheduled straight work day prior to and the regularly scheduled straight time work day subsequent to the Holiday, the employee shall not be eligible for holiday pay, unless otherwise approved by the Deputy Superintendent of Operations or his designee.

10.4 Payment for work performed on a Holiday, as specified herein, in addition to the paid Holiday, the employee shall be paid at twice (2x) the hourly rate for all hours worked.

ARTICLE XI - VACATIONS

11.0 The vacation schedule will be established by mutual agreement between the Board and the employees. Vacations requested from July 1st thru December 31, shall be bid April 1 thru April 15. Vacation requests from January 1st thru June 30, shall be bid October 1 thru October 15. Requests made outside the bid period shall not be unreasonably denied. Whenever there is a conflict in requested dates, preference shall be given to the more senior employee. However, once a vacation request is approved, the employee shall not be bumped out of his vacation request by a more senior employee. Seniority shall be determined for each employee as of the employee's anniversary date of hire.

Custodial and Maintenance Employees: Requests for vacation of five (5) days or more must be received by the Maintenance Department at least five (5) working days in advance. The request will be made on an approved leave request form. Such requests shall be acted upon within two (2) full working days of receipt.

Custodial and Maintenance Employees: Requests for vacation of less than five (5) days must be received by the Maintenance Department at least two (2) full working days in advance. The request will be made on an approved leave request form. Such requests shall be acted upon within one (1) full working day of receipt.

Time off for vacation purposes, which shall be compulsory, shall be taken as follows:

1. During the school year when school is not in session (during the months of July and/or August):

- a) Custodial and Maintenance Employees: No time off for vacation purposes may be taken during the ten. (10) working days up to and including the first day of school.
2. During regular school vacations or on holidays on which school is closed, but which are not paid holidays, provided:
 - a. Custodial Employees: not more than one (2) elementary and middle school employee per school, nor more than eight (8) high school employees per school, shall be allowed to take vacation days at any one time
 - b. Maintenance Employees: A minimum of three (3) maintainers will be required to work.
 - c. The Board shall have no obligations whatsoever to obtain replacements for any such employee on vacation.
 3. During the school year when school is in session provided:
 - a. Custodial Employees may take up to ten (10) days of vacation or any part thereof each year when school is in session, except:
 - i) during the five (5) working days prior to the Christmas break and up to the three event days in December scheduled by October 1, set by the building administrator.
 - ii) during the month of June the last seven (7) working days leading up to and including graduation.
 - iii) during the four (4) working days after the first day students return to the school.
 - iv) Not more than one (1) per elementary school and one (1) per middle school, and two (2) per high school, per day, may have a vacation day on the same day when school is in session, with a total number of custodians on vacation per day not to exceed six (6).
 - v. A request for vacation may be denied if the needs of the school system necessitate.
 - b) Maintenance Employees: A minimum of three (3) maintenance employees may be required to work during the last seven (7) working days leading up to and including graduation.
 - i. A request for vacation may be denied if the needs of the school system necessitate.
 4. The Board may use non-bargaining unit members to cover for employees taking vacation.
 5. Vacation benefits shall be calculated as of July 1 of each year in accordance with the following schedule:

First 90 calendar days	No days of vacation accrued
More than ninety (90) calendar days but	5/6 of a day per month

less than one (1) year	(counting months from end of probation period to July 1)
One year or more*	5/6 of a day per month to a Maximum of ten (10) days
Five years or more*	1 1/4 days per month to a Maximum of 15 days
Ten years or more*	1 1/4 days per month to a Maximum of 15 days plus one (1) additional day per year for each year of service from ten (10) on to a maximum of 5 additional days.

* Calculated from initial date of hire.

After ten (10) years, all vacation days after the fifteenth day shall be scheduled by mutual agreement of the Board and the employee.

6. An employee who reaches his or her five (5) year, ten (10) year, or 11-15 year anniversary will be awarded the full accrued value of vacation on July 1 of the calendar year in which he or she reaches that anniversary.

11.1 The vacation schedule will be established by mutual agreement between the Board and the employees except that seniority shall govern preference. Employees requesting five (5) or more days of vacation must submit such request at least one week in advance.

ARTICLE XII - SICK LEAVE

12.0 Sick leave shall be granted at straight time for absence from work for any permanent employee for the following reasons: (1) for any illness or injury, except for the illness or injury arising out of or related to the course of employment by any employer other than the Board of the City of Milford or where the illness or injury is compensatory under Workers' Compensation; (2) for medical examination or treatment for such injury or illness as defined above when arrangements for such examination or treatment are, in the opinion of the treating Doctor or Dentist, immediately necessary and said arrangements cannot be scheduled outside of the employee's regular working hours. Sick leave shall be granted for examination, care or treatments of the employee's spouse or domiciled children age 26 or younger.

The use of sick leave for purposes other than for bona fide illness or injury as set forth above will result in appropriate disciplinary action in accordance with the provisions herein set forth.

A doctor's certificate showing dates of illness or incapacity may be required by the Board after an employee is absent four (4) consecutive working days. Further, in the event of an absence of more than four (4) consecutive working days, the Board may require physical examination by a doctor of its selection, at its expense, to verify the employee's illness or incapacity.

12.1 From the effective date of this Agreement, employees shall receive sick leave with full pay of one and one-quarter (1-1/4) working days a month. All unused sick leave of any employee during continuous employment may be accumulated up to a maximum of one hundred one hundred eighty (180) days.

12.2.1 Sick leave shall not be used to extend Holidays and there shall be no duplication of Holiday pay and sick leave pay. 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 Board, if requested by the Board.

12.2.2 A medical certificate satisfactory to the Board shall also be required for frequent or habitual absences from duty and, when in the judgment of the Board, there is reasonable cause requiring such a certificate.

12.3 The Board shall maintain a record for each employee of all sick leave taken. These records shall be subject to inspection by the employee. Additionally, the Board shall devise a method whereby individual employees shall be informed at least once annually of each employee's record of accumulated sick leave.

12.4 The Board shall have the right at any time to require a physical examination of any employee subject to this Agreement to determine the employee's ability to continue his employment. Such examination shall be performed by a Doctor of the Board's selection at the expense of the Board.

12.5 An employee, upon layoff or qualification for retirement, shall receive, on the basis of his current wages, one-half compensation for any of his unused accumulated sick leave as severance pay. In the event of an employee's death, his spouse, or in the absence of a spouse, the employee's children shall receive on the basis of the employee's current wages, full compensation for the employee's unused accumulated sick leave, which shall be paid at the employee's straight time rate. In the event the employee has neither spouse nor children, the funds will be payable to his estate.

12.6 Members shall be allowed to donate a maximum of five (5) sick days per year to other members who have exhausted their sick time allotment.

ARTICLE XIII - FUNERAL PAY

13.0 When death occurs in an employee's immediate family, i.e. spouse, parents, parents of spouse, child, brother, sister or grandchild, the employee on request will be excused for any of the first four (4) normally scheduled working days (excluding Saturdays and Sundays except when part of the employees normal work week) immediately following date of death.

13.1 When death occurs in the employee's non-immediate family, defined as: grandparent, aunt, uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any relation domiciled in the employee's household, the employee on request will be excused for one (1) normally scheduled working day (excluding Saturdays and Sundays).

ARTICLE XIV - LEAVES OF ABSENCE

14.0 Each contract year employees shall receive four (4) days paid leave for personal business that cannot be conducted outside the employee's normal working hours. These days shall not be cumulative. Requests for personal leave must be made at least 48 hours in advance when possible, which request shall not be unreasonably denied. Employees shall be notified as to a request for a personal day (or vacation request) within forty-eight (48) hours of receipt by the custodial supervisor. Requests shall be made on a form prescribed by the Employer. Two consecutive days may be allowed at the discretion of the Employer. In partial years of employment, personal days shall be pro-rated.

14.1 Upon written application to the Deputy Superintendent of Operations or his designee, at least two (2) working weeks prior to an emergency, in its exclusive discretion may grant a leave of absence without pay, where good cause is shown, for a period not to exceed six (6) months from the effective date of such leave. The request for the leave of absence shall specify, in writing, both the reason for the request and the amount of time the employee feels is needed. No seniority shall accumulate during the period of the leave of absence, if granted.

14.1.1 No employee shall return to work prior to the expiration of his or her leave. An employee who gives a false reason for leave shall be disciplined up to and including discharge.

14.1.2 Upon the return of an employee from leave, he shall be returned to work generally similar to that which he did last and at the prevailing rate of pay for that job. The Board agrees to use its best efforts to place the employee in the position he last held at the earliest possible date subsequent to his return to work.

14.1.3 Time absent on leave shall not be counted as time worked for any purpose.

14.1.4 An employee who fails to return to work at the termination of his leave of absence shall lose his seniority and his employment.

14.1.5 When leaves are requested and/or granted pursuant to this Article, the Union steward shall be provided with copies of the request and/or the grant or denial of such leave of absence.

14.1.6 An employee will not suffer any loss of insurance benefits due to a leave of absence for medical reasons, for the yearly quarter in which the leave is taken and for the following quarter.

14.2 An employee, upon written application to the Deputy Superintendent or his designee, at least two (2) working weeks prior to a requested leave of absence, shall be granted maternity leave, without pay, to commence not later than the end of the fourth (4th) month of pregnancy. Said employees shall have up ninety (90) days from the birth of the child to return to work, if the position is available. The Board agrees to use its best efforts to make said position available at the earliest possible date.

14.3 Military leave shall be granted to regular employees when required to serve a period on active duty reserve or on National Guard duty. The employee shall be paid the difference between his/her military pay and his/her regular pay upon submission by the employee of a form certifying the amount of money which he/she has been paid during his/her period of absence. No employee shall lose any seniority standing because of any military service including service in the National Guard or organized reserves. On return from military service, an employee shall be reinstated in his former job or one of like rank and shall receive credit for the increments awarded during his absence on military service provided he reports for duty within ninety (90) days of his discharge from military service. The employee's accumulation of sick leave, upon leaving, shall be retained to his credit when he returns.

14.4 Employees who are required to serve jury duty shall be paid by the Board a monetary difference between the said employee's weekly straight time wages and the reimbursement payable to him for said jury duty.

14.5 Not more than one (1) local Union official shall be allowed time, not to exceed one (1) week per calendar year, without loss of pay, to attend official Union conventions and conferences. Two (2) weeks notice shall be given to the Deputy Superintendent of Operations or his designee of such absence.

ARTICLE XV - WAGES

15.0 Effective and Retroactive to July 1, 2014, members shall advance one (1) Step Level within their Grade, each July 1st, until he/she reaches the Top Step. New employees will begin advancements the first July 1, after completing their initial probationary period.

Effective and retroactive to July 1, 2014, each employee, who is employed by the Board as of the execution of this Agreement, shall receive wages in accord with the wage schedule incorporated in the attached Schedule "B" including a general wage increase of 2.0%.

Effective and retroactive to July 1, 2015, each employee who is employed by the Board as of the execution of this Agreement, shall receive wages in accord with the wage schedule incorporated in the attached Schedule "B" including a general wage increase of 2.0%.

Effective July 1, 2016, each employee who is employed by the Board shall receive wages in accord with the wage schedule incorporated in the attached Schedule "B" including a general wage increase of 2.25%.

Effective July 1, 2017, each employee who is employed by the Board shall receive wages in accord with the wage schedule incorporated in the attached Schedule "B" including a general wage increase of 2.25%.

15.1 Employees shall be covered under the Unemployment Compensation laws of the State of Connecticut.

15.2 Employees working in a higher classification than his/her own for a minimum of eight (8) hours in one (1) working week shall be paid the rate on the wage schedule of the higher classification for the hours worked in said higher classification. Employees who work more than twenty (20) hours in any one (1) work week in a higher classification than his/her own shall be paid for the entire of said work week in accordance with the wage schedule for the higher classification in which said employee has worked.

15.3 An employee who shall suffer personal injury in the performance of his work and who shall be eligible for payments under the Workers' Compensation Act shall be paid by the Board for the period of one (1) year the monetary difference between said employee's weekly straight time wages and the benefits payable to him under the Workers' Compensation Act. Such differential payment shall commence after ten (10) days of Workers' Compensation leave.

15.4 Non school-connected activity work will be paid at the applicable rate under Section 9.1, depending upon when the work is performed. "Non school-connected activity work" for purposes of this Agreement is work for which an employee is paid by a party other than the Board.

15.5 Only day shift custodians currently receiving lunch shall be provided a lunch without cost from the school lunch program.

15.6 Effective upon ratification and approval of the contract, the positions of Mail Clerk, and Lead Night Custodian-High School will be established.

The Mail Clerk shall be a "semi-skilled A" position and shall be filled in accordance with Article 7.0

The Lead Night Custodian in the High School shall be paid a stipend which elevates the pay to that of a Groundskeeper. The position shall be filled from members assigned evenings at the high school and in accordance with Article 7.0.1(a).

ARTICLE XVI - LONGEVITY

16.0.1 Longevity is as follows:

Maintenance AA

\$ 375 after 5 years
\$1,500 after 10 years
\$1,725 after 15 years
\$1,950 after 20 years
\$2,175 after 25 years

Semi-Skilled A

\$ 325 after 5 years
\$1,300 after 10 years
\$1,500 after 15 years
\$1,700 after 20 years
\$1,875 after 25 years

Custodians and Custodians/HS Groundskeepers

\$ 300 after 5 years
\$1,150 after 10 years
\$1,300 after 15 years
\$1,475 after 20 years
\$1,650 after 25 years

16.02 Longevity will become effective the year that the custodians and maintenance men reach their level.

16.1 Each employee shall be paid his or her annual longevity payment in a lump sum payment in a separate check on the first of June of each year.

ARTICLE XVII - INSURANCE

17.0 The Board shall provide for each full time employee and their dependents:

17.0.1 Blue Cross Century Preferred health insurance plan. Effective July 1, 2015, the Century Preferred Plan shall have the following deductibles and co-payments:

Primary Care Physician -	\$25
Specialist -	\$35
Emergency Room -	\$150
In-patient Hospital -	\$300

Outpatient - \$100
Out of Pocket Maximums - 1,000/\$1,750/\$1,750

The prescription coverage co-pay shall be \$5 for generic; \$20 brand (in formula); \$35 brand (not in formula); mail order - 3 month supply for one (1) month co-pay; appeal process for brand name drugs employee cannot tolerate. This plan is described in attached Schedule C.

17.0.2 Effective July 1, 2014, employees shall pay seven (7%) percent cost share effective July 1, 2015, employees shall pay eight (8%) percent cost share; effective July 1, 2016 employees shall pay nine (9%) percent cost share paid via payroll deduction. Effective July 1, 2017, employees shall pay ten(10%)percent cost share with no caps.

17.0.3 17.0.3 The Board shall also offer health insurance coverage under the Blue Care plan. Effective July 1, 2015, the co-payments shall be the same as outlined in 17.01 for Century Preferred. Employees shall contribute towards the cost of the Blue Care plan the same percentages of the cost of health insurance, and subject to the same caps, as are applicable to the Century Preferred Plan.

Employees enrolled in the Blue Care plan may remain in the plan. Effective upon the signing of this agreement, no new employees may join the Blue Care plan, and no employees enrolled in the Century Preferred plan may transfer to the Blue Care Plan. No employee currently enrolled in the Blue Care plan who transfers to the Century Preferred plan may transfer back to the Blue Care plan.

17.0.4 Blue Cross Full Service Dental Plan, Riders A, B, C, D.

17.0.5 Full group life insurance in the amount of the salary earned by each regular full time employee to the nearest \$1,000 of salary earned by said employee.

17.0.6 The Board shall continue to pay medical insurance and life insurance for any retired employee, and family, if applicable, provided such employee:

1. Requests a continuation of benefits by the Board, in writing, no less than sixty (60) days prior to the effective date of retirement;
2. Is eligible to continue to participate in such benefits under all applicable program regulations; and
3. Remits to the Board, not later than ten (10) days from the due date thereof. Payment for all premiums due for such continued participation.

17.0.7 The Board shall provide, at its expense, for all retirees under the City of Milford pension plan and their families, who are sixty (60) years of age or older, the benefits then provided to active employees. Upon reaching age sixty five (65), the Board shall provide Medicare supplemental insurance High Option 82 for the retiree and his spouse at its expense.

Coverage under this provision shall not be retroactive.

17.0.8 The Board may provide medical and dental insurance as described in this Article through alternative insurance carriers as long as the alternative carrier provides benefits and services equal to or better than the coverage specified above and the Board provides the Union with a copy of the proposed plan at least sixty (60) days prior to the proposed date of implementation. Any disputes as to whether or not the alternative plan is "equal to or better than" the coverage specified above shall be subject to resolution through the grievance and arbitration procedures of this Agreement. There shall be no implementation of any disputed alternative plan until the dispute has been resolved.

17.0.9 The insurance benefits outlined above shall be governed by the terms and conditions of the current contract between the Milford Board of Education and the carrier.

17.0.10 Beginning July 1, 2015, the Board shall offer alternative coverage under a high deductible plan (HDHP) with a health savings account (HSA) with deductibles of \$2,000/individual/\$4,000 two person and family. For the first year, the Board shall fund 60% of the deductible with the contribution to be fully funded on July 1, 2015, thereafter, it shall be funded at 50%, half on July 1, and half on January 1. There will be a twenty (20%) percent co-insurance for out-of-network. Except for prescription co-pays, the plan will pay 100% once the deductibles are met. The employee cost share for the HDHP/HSA shall be: 10%. Effective July 1, 2015, the HDHP/HSA shall be mandatory for new hires and optional for existing employees.

ARTICLE XVIII - GRIEVANCE PROCEDURE

18.0 Definition: A grievance is a written dispute, claim or complaint arising during the term of this Agreement and is signed by a bargaining unit member and filed either by the individual member or by a working steward in the bargaining unit or by the Board of Education, its designee, or by the Superintendent of Schools. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.

18.1 The Board and the Union desire that all employees in the unit be treated fairly and equitably. It is intended that this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible, and nothing in this Article should be interpreted as discouraging an employee and/or his representative from discussing any dissatisfaction, in an informal manner, with his immediate supervisor, higher level supervisor or Board representatives.

18.1.1 Step 1: Within five (5) working days from the occurrence of a dispute, grievance or complaint, or within five (5) working days from the date that said employee should reasonably have been aware of the occurrence of a dispute, grievance or complaint, the employee will be required to file a written grievance on a form mutually agreed to by the parties.

18.1.2 Step 2: If the grievance is not settled in Step 1, the employee within five (5) days from the answer in the previous step, may appeal the grievance to the Superintendent of Schools.

The Superintendent shall give his written answer as soon as practicable, but within five (5) days from the date of the receipt of the appeal.

18.1.3 Step 3: If the grievance is not settled in Step 2, the employee or the Union may submit the grievance to the Chairman of the Board of Education for disposition within five (5) days from the answer in the previous step. The Board shall hear and decide said grievance within fifteen (15) days from the receipt by the Chairman of the Board and shall give a written answer as soon as practicable, but within three (3) days after the date of the hearing thereon.

18.1.4 Step 4: If the Union is not satisfied with the disposition of the grievance by the Board, the Union may, within ten (10) days of the receipt of the answer to the grievance, submit the grievance to the State Board of Mediation and Arbitration whose decision shall be final and binding on the parties to this Agreement. The arbitrator(s) shall have no authority to add to, delete or modify any provision of this Agreement.

18.2 All the time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and Holidays.

18.3 Any disposition of a grievance from which no appeal is taken within the time limit specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement. However, all time limits herein specified may be extended by mutual consent of the parties hereto.

18.4 In the event that the Board has a grievance, as defined above, which cannot be resolved by amicable adjustment, the Board shall have the right to by pass Steps 1, 2, 3 and to proceed immediately to present the grievance for disposition to the State Board of Mediation and Arbitration, whose decision shall be final and binding on the parties to this Agreement.

18.5 The grievant may be represented at Steps 2, 3 and 4 of the Grievance Procedure by either a Union steward or the President or Vice President of the Union but not more than one union member shall represent the grievant. The Board recognizes and will deal with Union stewards in all grievance proceedings and in any other informal dispute arising out of the interpretation or application of the contract. At Step 3, the Board of Education stage, the grievant, in addition to being represented by one steward, may also be represented by the Union President, as well as the Staff Representative. A written list of union stewards shall be furnished to the Board immediately after their designation, and the Union shall notify the Board promptly of any changes.

ARTICLE XIX - DISCIPLINARY PROCEDURE

19.0 All disciplinary action shall be applied in a fair manner and for a just cause. Disciplinary action shall include: (a) a verbal warning; (b) a written warning; (c) suspension without pay; (d) discharge; and shall normally follow this order; (e) all disciplinary actions may be appealed through the established grievance procedure.

19.1 All suspensions and discharges must be stated in writing with the reason given copies thereof to be provided to both the employee and the Union at the time of the suspension or discharge.

ARTICLE XX - NO STRIKE

20.0 The Union agrees that differences or disagreements shall be resolved by peaceful and appropriate means without interruption of the school system. The Union therefore agrees that it will not, during the term of this Agreement or any extension thereof, instigate, support or authorize a strike, work stoppage, work slowdown sit-in, picketing or other concerted refusal to perform work or any interference with the efficient operation of the school system. The Union further agrees that any of its members participating in any of the prohibited activities set forth above may be summarily discharged by the Board without resort to the grievance procedure.

20.1 The Board agrees that there will be no lock-out of employees during the term of this Agreement.

20.2 The Union agrees that it will use its best efforts to cause its member employees, individually and collectively, to perform and render legal and efficient work and services on behalf of the Board and that its representatives nor its members will intimidate, coerce or discriminate against any employee in any manner at any time.

20.3 The Board agrees that it shall not require members of the Union to cross picket lines of any Union where, in so doing, the employees would be caused to jeopardize his/her safety.

ARTICLE XXI - PENSION

21.0 Pension benefits shall be provided by the City of Milford as set forth in the Agreement between the City of Milford and the Union, and as amended.

ARTICLE XXII - UNIFORMS

22.0 The Board shall provide uniforms to the Pool Custodians and Boiler Maintenance Men whose specific jobs require special clothing. It shall also provide protective shoe coverings for employees operating floor wax strippers. Employees will wear Board-provided photo identification badges.

22.1 The Board shall provide uniforms, which will consist of a shirt. All sizes, including Big and Tall will be available to all Maintenance and Custodial employees. Employees shall wear their uniforms at all times, including for school sponsored events, unless otherwise directed by management. Employees will wear Board provided Identification Badges per Procedure PER-PO12. Special clothing will be separately provided where needed, including for pool and boiler maintenance, and floor stripping and waxing.

From April 15th through October 30th of each year the members of Local 2018 AFSCME Council

4, will be allowed to wear walking style short pants representing to the public an appearance of being adequately and properly dressed for duty. Employees are expected to maintain high standards of dress code that allow the best tradition of service and efficiency while performing their official responsibilities.

The short pants may be in any conservative shade of blue, brown, black, green or khaki. Shorts will be permitted as long as they are mid-length and of appropriate fit. The walking shorts shall be made of a medium to heavyweight fabric including twill weave, polyester, cotton, durable press or other similar fabric. Such shorts shall be properly fitted and maintained in a clean, neat and serviceable condition.

ARTICLE XXIII - ENTIRE AGREEMENT

23.0 This Agreement contains all the terms, provisions and conditions negotiated by the parties and is to be in effect for the term hereof. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement which is the entire agreement between the parties. All discussions and issues as to terms, provisions and conditions discussed and negotiated by the parties are herewith merged into this Agreement and shall not survive the execution date of the Agreement. It is understood that neither of the parties may be required to negotiate any other, different or additional terms, provisions or conditions during the term of this Agreement. All Memoranda of Agreement in effect between the parties are attached hereto. All Memoranda of Agreement entered into since 2010 shall be reviewed, incorporated into this Agreement or attached. All other Memoranda of Agreement shall hereafter be null and void.

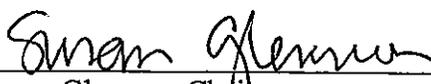
ARTICLE XXIV - DURATION

24.0 The duration of this Agreement shall be effective as of July 1, 2014 and shall continue and remain in full force and effect for the period ending June 30, 2018.

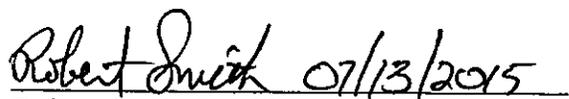
IN WITNESS WHEREOF, the parties have hereunto set their hands this 13th day of July, 2015.

MILFORD BOARD OF EDUCATION

LOCAL 2018 OF COUNCIL #4 AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO



Susan Glennon, Chairperson
Milford Board of Education



Robert Smith, President
Local 2018, Council #4, AFSCME, AFL-CIO

SCHEDULE A

**CONNECTICUT COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION**

By:

To:

Effective _____, I hereby authorize you to deduct from my earnings each payroll period a sufficient amount to provide for the regular payment of the monthly union dues or service fee as certified by the Union. The amount deducted shall be paid to the treasurer of Local 2018 of AFSCME. This authorization shall remain in effect in accordance with the working agreement or upon termination of my employment.

Dues to AFSCME are not tax deductible as charitable contributions for Federal Income Tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

SCHEDULE B

<u>TITLE</u>	<u>2.0%</u> <u>2014-15</u>	<u>2.0%</u> <u>2015-16</u>	<u>2.25%</u> <u>2016-17</u>	<u>2.25%</u> <u>2017-18</u>
Maintenance AA	\$23.36	\$23.83	\$24.36	\$24.91
	\$25.02	\$25.52	\$26.10	\$26.68
	\$26.64	\$27.18	\$27.79	\$28.41
	\$28.32	\$28.88	\$29.53	\$30.20
	\$29.98	\$30.58	\$31.27	\$31.97
Semi Skilled A				
Head Custodian	\$19.08	\$19.47	\$19.90	\$20.35
	\$20.80	\$21.21	\$21.69	\$22.18
	\$22.50	\$22.95	\$23.47	\$24.00
	\$24.23	\$24.71	\$25.27	\$25.83
	\$25.88	\$26.39	\$26.99	\$27.60
Custodial/High School				
Groundskeeper	\$19.00	\$19.38	\$19.82	\$20.26
	\$20.17	\$20.57	\$21.03	\$21.50
	\$21.11	\$21.54	\$22.02	\$22.52
	\$22.17	\$22.62	\$23.13	\$23.65
	\$23.17	\$23.64	\$24.17	\$24.71
Custodian	\$18.31	\$18.68	\$19.10	\$19.53
	\$19.49	\$19.88	\$20.33	\$20.79
	\$20.44	\$20.85	\$21.32	\$21.80
	\$21.50	\$21.93	\$22.43	\$22.93
	\$22.50	\$22.95	\$23.47	\$24.00