

AGREEMENT
BETWEEN
WINCHESTER BOARD OF EDUCATION
AND
CUSTODIAL, MAINTENANCE EMPLOYEES,
OF THE NATIONAL ASSOCIATION
OF GOVERNMENT EMPLOYEES, SEIU
LOCAL R1-234
JULY 1, 2022 to JUNE 30, 2025
AGREEMENT PURSUANT
TO
SECTION 7-474 (J) (1) (2) (3)
CHAPTER 113
CONNECTICUT GENERAL STATUTES

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INTRODUCTION

This Agreement made and entered into this ____ day of _____, 2022 by and between the Winchester Board of Education (hereinafter called the "Board") and the National Association of Municipal Employees, Local R1-234 (hereinafter called the "Union").

PREAMBLE

WHEREAS, the Board and the Union recognize the importance of sustaining a high level of morale among the custodial and maintenance employees and maintaining harmonious relationships between the Board and the custodial and maintenance employees to provide full service to the Board of Education and to the improvement of quality of said service and assuring necessary, usual and beneficial communication between the Board and the custodial and maintenance employees.

NOW THEREFORE, in consideration of these premises and other good consideration, the Board and the Union enter into this Agreement.

ARTICLE I - RECOGNITION

The Board recognized the Union under the provisions of Chapter 113 of the General Statutes of Connecticut, as amended, as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours and other conditions of employment for all custodial and maintenance employees working 20 or more hours per week, excluding all Supervisors within the meaning of the Municipal Employee Relations Act, and all other employees employed by the Winchester Board of Education.

The term "Superintendent of Schools" or "Superintendent" as used in this Agreement shall mean the Superintendent or his or her designee.

ARTICLE II - RIGHTS OF THE BOARD OF EDUCATION

SECTION 1

Except where it is specifically abridged by any provision of this Agreement, the Winchester Board of Education has and will continue to retain, whether exercised or not in the past, the sole and unquestioned right and prerogative to manage and direct the operation of the Winchester Public School System.

SECTION 2

The Board/Superintendent, in an effort to maintain safety and security, may seek updated background checks at the Board's expense.

ARTICLE III - UNION SECURITY

SECTION 1

Each employee who is a member of the Union on the effective date of this agreement may remain a member in good standing for the duration of this agreement.

SECTION 2

Each new employee may become a member of the Union in good standing after six months.

SECTION 3

The Board agrees to deduct from each employee who has signed an authorization permitting the deduction of dues and submitted said authorization to the Board an amount equal to the Association membership dues by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership divided by the number of paychecks including the last paycheck in June. The amount of membership dues shall be certified by the Association to the Board of Education prior to July 1 of the school year.

ARTICLE IV - NO STRIKE

During the term of this agreement, the Union agrees there shall be no authorized or sanctioned cessation, retarding, or stoppage of work, picketing, sympathy strikes, work to rule action, or other interference, because of any dispute that may result from the interpretation of this Agreement or for any cause whatsoever.

ARTICLE V — SENIORITY, LAYOFF, RECALL

SECTION 1

Seniority, for purposes of this Agreement, is defined as the total length of an employee's most recent period of continuous full-time service with the Board. The employee's earned seniority shall not be lost because of absence due to illness, bereavement, jury duty, personal leave or authorized leave or while eligible for recall. Seniority and seniority rights will not be accrued during unpaid leaves of absence or layoff but such rights will not be lost by the employee because of such leave.

SECTION 2

All other factors being equal, seniority will be used to determine transfers, or promotions, if any, of employees. Other factors are defined to include performance evaluations, qualifications and competence to perform the work.

SECTION 3

A seniority list shall be furnished to the Union annually on or about October 1st of each year, and unless mistakes are brought to the attention of the Superintendent of Schools within thirty (30) days, the list shall be considered conclusive.

SECTION 4

All new employees covered by this Agreement shall serve a probationary period of nine (9) months. All employees covered by this Agreement who are promoted, transferred, or otherwise move into a new position or classification shall serve a working test period of six (6) months. Determination of an employee's level of performance, whether satisfactory or not, is at the sole discretion of the Superintendent of schools or his or her designated representative during these periods. If an employee's probationary period or working test period is extended for any reason, written notice thereof shall be given to the Union.

During the probationary period, a new employee may be discharged or disciplined for any reason whatsoever and neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon successful completion of a new employee's probationary period, the employee's seniority shall date back to the date of his or her original employment as an employee of the Board of Education.

During a working test period an employee who working in a new position or classification may be returned to his or her original position for any reason whatsoever and neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. If an employee cannot be returned to his or her original position because the position no longer exists, has been filled, or is otherwise unavailable, then the employee shall have the same rights as he or she would had her position been eliminated per this Agreement's Layoff and Recall provisions.

SECTION 5

When new jobs are created within the unit the Board shall post the job title for one (1) week, and each employee who is interested will have the opportunity to apply for said opening(s), providing he/she is qualified. The senior qualified employee shall be given first consideration for the job. If the senior employee is not promoted, consideration shall then be given to the next senior employee in the unit who has applied for the position. The Board retains the right to fill positions from outside the Unit and the System if no qualified employee from within applies.

SECTION 6

For the purpose of layoff and recall, custodial and maintenance classifications shall compose one seniority grouping in the job titles including Custodians, Head Custodians and Maintenance Supervisor.

SECTION 7

In the event there is a reduction in or a proposed reduction in the number of employees or work hours, the employee with the least seniority in the job title affected shall be laid off first. The Board shall notify the Union President as soon as practical, but in no event less than forty-eight (48) hours prior to the time in which the layoff is to be effective. The Board shall notify the least senior employee within the affected job title at least fourteen (14) calendar days before the effective date of the layoff.

SECTION 8

The order of layoff for employees covered by this Agreement shall be within the job title and as follows:

- a. Temporary and seasonal employees;
- b. Probationary employees, part-time before full-time;
- c. Regular part-time employees before regular full-time; and
- d. Within job title, full-time employees with the least seniority first.

An employee who receives such notice may elect within seven (7) calendar days thereafter to bump into a lower job title, provided that the employee has more seniority than the least senior employee in the lower job title. The employee to be bumped shall have the same bumping rights to positions held by less senior employees in a lower job title provided all such bumping rights are exercised prior to the effective date of the layoff,

SECTION 9

Employees who are laid off or bumped into a lower job title under this Article shall have recall rights as follows:

- a. The affected employee shall notify the Superintendent in writing at the time of layoff that he/she requests placement on a recall list.
- b. Employees who are bumped to a lower job title shall have recall rights to return to his/her former job title. When an employee is bumped to a lower job title he/she shall be placed on the appropriate pay scale and step that represents the least reduction to the pay of the employee.
- c. For a period of twelve (12) months the affected employee shall have the right to be recalled to the job title from which he/she was laid off if a position should become vacant or be reinstated or to a position in a lower job if qualified.
- d. No person shall be newly employed until all persons on the recall list have been notified by phone and certified mail. Employee will provide a phone number for recall purposes at the time of layoff. An employee who declines an offer of re-employment shall forfeit recall rights. Failure to respond within (7) seven calendar days to a notice of opening shall be deemed a refusal to accept re-employment.

SECTION 10

Employees whose names are on the recall list will be notified of opportunities for temporary, part-time or seasonal employment. No new employee shall be hired for a temporary, part-time or seasonal position until all employees on the recall list have had an opportunity to decline such employment. Such employment shall not constitute recall, and refusal of such employment will not affect recall rights.

ARTICLE VI - DISCIPLINE

SECTION 1

No employee shall be suspended or discharged without just cause. All suspensions and discharges must be given in writing with reasons stated. A copy of such notice must be given to the employee and the Board shall, as soon as practical, notify the Union in writing of any discharge or dismissal, and the reason or reasons for such action.

SECTION 2

Each employee has the right to see and review his or her personnel file no more than twice a year by appointment with the business office.

SECTION 3

Each employee will be given copies of any evaluation reports placed in the employees personnel file. Poor performance evaluations shall be deemed just cause for dismissal.

SECTION 4

All disciplinary actions, verbal or written warnings and any other type of action shall be removed from the records of the employee one (1) year after the occurrence of a particular offense from which disciplinary action has resulted unless a pattern of repeated conduct is suspected. In situations involving repeated or severe conduct, removed records may be taken into consideration for purposes of progressive discipline.

ARTICLE VII - GRIEVANCE PROCEDURE

SECTION 1

A grievance shall mean a complaint by any employee or group from within the bargaining unit represented by the Union that there has been a violation of a specific section of this Agreement. The grievance must be in writing and must set forth the specific sections of the contract alleged to have been violated. The purpose of the grievance procedure shall be to resolve, at the lowest possible administrative level, issues which may arise from time to time with respect to the provisions of the Agreement. The steps of the grievance procedure shall be as follows:

SECTION 2 – PROCEDURE

STEP ONE:

Within thirty (30) calendar days of the occurrence which gives rise to the grievance, the employee or the Union must present a written statement of the grievance to the Building Principal. The matter may be discussed and a decision given to the employee and the Union within seven (7) calendar days of receipt of the grievance.

STEP TWO:

If the grievant or the Union is not satisfied with the disposition of the grievance at Step One, the written grievance shall be presented to the Superintendent within ten (10) calendar days of receipt of the decision at Step One. The grievance shall be considered by the Superintendent who shall render a decision on the grievance within seven (7) calendar days of its receipt.

STEP THREE:

If the matter has not been satisfactorily resolved at Step Two the matter may within ten (10) working days following receipt of the Step Two decision, be presented in writing to the Board of Education for discussion by the full Board at its next regularly scheduled meeting. The Board shall render its decision in writing within ten (10) working days following the meeting.

STEP FOUR:

Should the Union be dissatisfied with the answer of the Board, it may file a claim for arbitration with the Connecticut State Board of Mediation and Arbitration within thirty (30) days after the date of the Board's decision. The submission shall state the facts of the case, the contractual provisions allegedly violated, and the remedy requested and shall simultaneously be filed with the Superintendent of Schools. Only the Union and not any individual employee may proceed to arbitration. In any arbitration proceeding, the arbitrator shall hear and decide only one grievance, unless the parties by mutual agreement decide to consolidate one or more grievances for hearing. The arbitrator shall have no power to add to, subtract from, or in any way modify the terms and provisions of this Agreement. The arbitrator's decision shall be final and binding according to law.

SECTION 3

Any grievance not taken to a higher step in the grievance procedure in accordance with the above time limitations shall be deemed settled on the basis of the last decision rendered by the Board's representative and shall not be subject to further processing. However, any of the above time limits, except for the initial filing period, may, in particular circumstances, be reduced or extended by mutual agreement which must be recorded in writing and signed by both parties.

SECTION 4

Either party may request the services of a State Mediator prior to arbitration of a grievance.

SECTION 5

The Union shall have the same rights to process a grievance as an individual employee.

ARTICLE VIII - HOURS OF WORK

SECTION 1

Hours of work shall be determined by the Board of Education consistent with operational requirements and the interest of the education system. The normal work week shall be from Monday to Friday during periods when school is in session, plus such additional days or hours as, in the Board's discretion, shall be necessary in the interest of the education system.

The school day work hours shall be 6:00 A.M. to 2:00 P.M. for days and 2:00 P.M. until 10:00 P.M. for evenings for custodians and 6:00 A.M. until 2:00 P.M. for maintenance.

SECTION 2

The working hours of individual employees shall not be changed without two weeks advance notice, except for emergencies. An employee called to work prior to his or her regularly assigned work shift shall be allowed to work out his or her regular shift at his or her option.

SECTION 3

An employee called back to work for a period not contiguous to normal work hours for such things as snow removal or emergencies, may not have the option to deny the work. The employee shall be paid a minimum of two hours pay at the overtime rate except when such employee is engaged in a building check.

SECTION 4

During Summer Recess custodians will have the option of working four 10 hour day shifts from 6:00 am to 4:00 pm. Two shifts will be offered: Shift M will run Monday – Thursday and Shift T will run Tuesday – Friday. Shifts will be bid and awarded according to seniority by the first Monday in April each year.

SECTION 5

When the Superintendent or Director of Finance & Operations appoints a custodian to fill in for a head custodian, per Article XXI Section 4, the custodian will be paid at the head custodian rate (not step). This provision shall not apply to building checks unless they are incorporated into a Superintendent/Director of Finance & Operations appointment per Article XXI.

ARTICLE IX - OVERTIME

SECTION 1

When a paid holiday, hereinafter defined, falls during a work week, it shall be included as regular hours worked in determining the existence of overtime.

SECTION 2

Time and one-half of the regular hourly rate shall be paid for each hour in excess of eight (8) hours in one day or forty (40) hours in any one week or for Saturday and Sundays. Double time shall be paid for Holidays.

SECTION 3

When one (1) custodian is absent for two (2) consecutive days or more, the BOE may temporarily hire a substitute custodian until the custodian returns. Substitute custodians cannot be used to replace custodians who permanently end their employment for any reason.

SECTION 4

Beginning July 1 of each year, custodial overtime will be assigned based on seniority (senior to least senior). Overtime will be offered to the most senior person on the list to begin the fiscal year. If the most senior person accepts the overtime assignment then that will officially start the fiscal year list. If they do not accept the assignment, the next most senior person that accepts the overtime will begin the fiscal year list. If no one on the list accepts the overtime for the first opportunity of the fiscal year, the most senior person is ordered to work and then subsequent overtime will apply following the following assignment process.

Any unscheduled subsequent overtime opportunities will start with the person who has the least amount of overtime hours. If no one on the list accepts the overtime, the person with the least amount of overtime hours is ordered to work. This process will apply to situations that are not pre-scheduled.

All building checks will be equitably assigned on a pre-scheduled, rotational basis. This applies to custodians and head custodians.

ARTICLE X - BULLETIN BOARD

SECTION 1

The employer agrees to provide bulletin board space that may be used by the Union for the following notices:

1. Notices of Union meetings.
2. Notices of Union elections and the results where they pertain to the employees.
3. Notices of Union recreational and social events.

SECTION 2

A copy of said notice will be furnished to the Superintendent prior to posting.

ARTICLE XI - SICKNESS

SECTION 1

During his or her first twelve (12) months of employment, an employee shall be entitled to 1.25 days of sick leave for every month worked. If an employee's twelve month anniversary falls in the middle of the year, then at the end of the twelfth month of employment the employee will be credited, pro-rata, with that year's entitlement of sick days.

Thereafter, an employee shall be entitled to 15 sick days per year, which from the commencement of employment may be accumulated from year to year to a maximum of 100 working days. Such sick leave may be taken by an employee during such period as actual illness or injury that prevents him/her from performing his/her duties. Each such absence will be supported by a physician's statement if the absence exceeds 2 consecutive days unless the illness or injury is of such nature that the Board waives the furnishing of a physician's statement. If the Board suspects that an employee is abusing sick leave, it may require that any such absence be supported by a physician's statement. To have an absence counted as a day of sick leave, an employee shall notify the school principal of his or her illness as soon as possible but in no event later than 1 hour before his or her normal time for reporting to work.

SECTION 2

An employee may use up to five (5) sick days under this Article when a member of the employee's immediate family is so ill as to require the employee's presence at home. If the Board believes this provision is being abused by an employee, the Board may require the employee to submit a certification of such illness by a physician.

SECTION 3

If an employee is absent from work because of injury sustained in the course of his or her work for which he is entitled to compensation under the Worker's Compensation Act, the Board shall pay to the employee during the period of disability an amount equal to the difference between the employee's regular salary and the amount of Worker's Compensation received by the employee for the first 90 days of disability. In no case, however, shall the differential received by the employee exceed an amount that, after taxes, allows the employee to net take-home wages that are greater than he or she would have earned while working. Lump sum worker's compensation payment for indemnification to the employee for permanent injuries received by him shall not be paid over or assigned to the Board.

SECTION 4

If an employee dies while employed by the Board or his/her employment is otherwise terminated, provided that the employee is in good standing, the Board shall pay the employee or his/her estate his/her accumulated sick days capped at 100 days at their 2018/2019 hourly rate of \$18.90 for custodians and \$21.91 for head custodians. Payment for a death/ termination occurring on or before January 1 shall be made on the July 1 (first payroll) following and payment for a death/termination occurring after January 1 shall be made on the second July 1 (first payroll) following. The Board shall have a maximum of three years to payout such benefit and may shorten

this time at its discretion. As used in this section, the term accumulated sick leave shall mean the number of accumulated days times the employee's 2018/2019 hourly rate.

Employees who are retiring must give 45 calendar days notice to receive the sick leave payout and be in good standing.

This section shall not apply to employees hired after July 1, 2012.

ARTICLE XII - FUNERAL LEAVE

SECTION 1

In the event of the death of an employee's spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law or grandchild; an employee may have time off starting on the date of death and continuing to the date of funeral (not to exceed five days) without loss of regular pay. Such days shall not be charged to sick leave.

ARTICLE XIII - HOLIDAYS

SECTION 1

The following Holidays shall be observed:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	*Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Christmas Day	

* Veterans' Day may be carried over once from one year to the next but it shall not be paid out at among compensated absences.

In the event any of the above mentioned holidays falls on a Saturday, said holiday shall be observed on Friday; in the event the holiday falls on a Sunday, it shall be observed on Monday. Employees working on any of the aforementioned holidays as the result that school is in session shall be granted another day off with pay to compensate for the holiday at a time mutually agreeable to the employee and the Board.

ARTICLE XIV - VACATION

SECTION 1

In each fiscal year, a bargaining unit employee shall earn vacation leave with pay to be determined as of the employee's anniversary date of employment each year as follows:

- | | |
|-----------------------------|--------------------------|
| a. After six (6) months | Five (5) work days |
| b. After one (1) year | Ten (10) work days |
| c. After five (5) years | Fifteen (15) work days |
| d. After fifteen (15) years | Seventeen (17) work days |
| e. After twenty (20) years | Twenty (20) work days |

SECTION 2

Full vacations are to be taken each fiscal year or time is forfeited. Up to five (5) vacation days may be carried into the following fiscal year if the employee is unable to take such vacation days as a result of Board scheduling actions. Each employee shall receive approval from his/her school principal as to the particular days to be taken for vacation. Permission shall be obtained from the Superintendent for vacation periods exceeding ten (10) consecutive working days.

SECTION 3

Conflicts in vacation scheduling shall be resolved on the basis of seniority. No more than 2 custodians in the district may be on vacation at the same time.

SECTION 4

If an employee dies while employed by the Board or if he is terminated via layoff, provided the employee is in good standing, the Board shall pay the employee or his or her designated beneficiary, as the case may be, for all the employee's accumulated vacation days that remain unused.

ARTICLE XV - PERSONAL LEAVE

SECTION 1

Each employee shall be granted three (3) personal days with pay each year for personal business which cannot be conducted at other than scheduled work time.

SECTION 2

Except in the case of a bona fide emergency, permission for a personal day must be obtained from the employee's supervisor prior to the leave. Such permission shall not be unreasonably withheld.

ARTICLE XVI - ACCESS TO PREMISES

SECTION 1

The Union's business representative may be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the schools or interrupt the performance of any Board employee.

SECTION 2

The Union's business representative shall first report to the building office to announce his/her presence prior to going to a specific job site location.

ARTICLE XVII - PENSION

SECTION 1

Eligible employees may continue to participate in the Town of Winchester Employee Pension Plan as it is amended from time to time.

ARTICLE XVIII - INSURANCE

SECTION 1

Health Insurance:

The Board shall provide to all custodians and maintenance employees and their dependents one of the two following High Deductible Health Insurance Plans (HDHP) with Health Savings Accounts (HSAs) or Health Reimbursement Accounts (HRAs):

\$2000/\$4,000 Plan - The insurance shall be annually subject to a \$2,000 individual/\$4,000 family deductible, co-insurance of 100% in network, 80%/20% out of network, in accordance with the general plan description. Drugs at \$0/\$0 after the deductible if in network.

\$5,000/\$10,000 Plan - The insurance shall annually be subject to a \$5000 individual/\$10,000 family deductible, co-insurance of 100% in network, 80%/20% out of network, in accordance with the general plan description. Drugs Rx - \$5/\$25/\$40 after deductible.

The HDHP premium cost share for employees shall be 14% 2022-2023, 15% 2023-2024, and 15.5% 2024 – 2025. .

The Board will contribute 50% for 2022-2023, 50% for 2023-2024, and 50% for 2024-2025 2 of the deductible into a HSA or HRA for each employee participating in a HDHP plan. The Board's contribution will be deposited into a HSA account in two equal installments in July and January except for new employees who will receive their contribution at the completion of their successful probationary period. Health Reimbursement Accounts (HRAs) will be reimbursed up to the same annual amounts.

Delta Full Service Dental Plan

Employee premium cost share for dental insurance shall be 14% 2022-2023, 15% 2023-2024, and 15.5% 2024-2025..

IRS Section 1225 Plan

Employees may participate in the Board's established IRS Section 125 plan for purposes of allowing employees participating in the plan described above, at their option, to have their insurance premium co-payments withheld from their income. The Section 125 plan is established solely for the purpose of health insurance premium co-payments.

SECTION 2

The Board shall provide life insurance with accidental death or dismemberment for each employee at the rate of one times the annual salary of the employee rounded to the nearest thousand.

SECTION 3

The Board, with consultation with the Union, may change insurance carriers in the interest of economies provided any such change in carrier will not reduce the employee's benefit coverage; any change in carrier will grant to the employees equal or better coverage than that coverage which the employees presently have, and also, there will be no substantial change in the administration and processing of claims.

SECTION 4

Employees will be able to purchase, via equal payroll deduction, the following dental insurance rider(s) at their own expense without Board contribution, subject to insurance carrier regulations and availability: dental riders A and B.

ARTICLE IX - OTHER PAID LEAVE

SECTION 1

Union leave - one (1) member of the Union Grievance Committee and the grievant shall be granted leave from duty with full pay for all meetings between the Board and the Union for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty, at each step of the grievance procedure through arbitration.

SECTION 2

One (1) employee designated by the Union President may be given five (5) days (with prior approval of the Superintendent) annual leave from duty with full pay to attend special Union activities, the purpose of which is to improve employee/employer related matters. The denial by the Superintendent shall not be subjected to the grievance procedure.

SECTION 3

Jury Duty - An employee called to jury duty shall be paid the difference between the employee's regular base rate of pay and the fee received for serving as a juror. An employee called to jury duty shall furnish the Board with a notice to serve and evidence of attendance.

ARTICLE XX - HEALTH, SAFETY, PROTECTIVE CLOTHING & UNIFORMS

SECTION 1

The Board and the Union shall cooperate fully in matters of safety, health, and sanitation affecting the employees as soon as possible; all of which matters are contained in this Agreement.

SECTION 2

Effective upon the signing of this agreement the Board shall provide one pair of safety shoes (to a maximum of \$150.00 a year) annually for all employees in the bargaining unit. Such safety shoes must be worn by employees during working hours.

SECTION 3

The Board shall annually provide to each employee a uniform consisting of five shirts and five pants which must be maintained in a clean condition by the employee at his/her expense, or, at its option, a uniform supplied by a uniform service. Such uniforms must be worn by employees during all working hours. In lieu of the annual uniform allowance, each employee may receive a parka or raingear. The cost of the parka or raingear may not cost more than the expense of three uniforms.

The Board will also provide a parka, snow pants and a road vest. Road vests must be worn during all inclement weather clean ups and anytime the employee is working within fifty (50) feet of any roadway. This gear will be replaced as needed.

SECTION 4

If an operator of mechanical equipment reasonably believes that the equipment that he is operating, or about to operate, is unsafe, he should report his or her concerns to the Principal or Assistant Principal, Director of Finance & Operations or Superintendent at that time. No employee may operate equipment that he or she reasonably believes to be unsafe.

ARTICLE XXI — WAGES

SECTION 1

Salaries and wages in effect during the duration of this contract are included as Appendix "A". When applicable, employees shall advance an additional step on July 1 of each contract year until

they reach the maximum wage rate, provided the employee is hired greater than 6 months before July 1 of the contract year. Employees who are hired less than 9 months (the probationary period) before the bumping date of July 1 cannot advance to the next step until the next contract year. This provision shall not be interpreted to entitle any employee to a step increase not described in the wage appendices or to a step increase after the expiration of this agreement.

SECTION 2

New employees shall be hired at Step 1 of the appropriate position, except that the Superintendent of Schools, after consultation with the Union, may have the authority to place a new maintenance employee on a step above Step 1.

SECTION 3

The Board shall distribute paychecks on the regular scheduled pay date whenever possible. If a holiday occurs on a payday, payment shall be made on the last working day preceding the holiday, if possible.

In the event an overpayment is made for wages or benefits, the Board may automatically deduct such overpaid amounts through payroll deduction.

SECTION 4

The superintendent or his or her designee may appoint an acting head custodian in the event of an extended absence by the current head custodian. The acting head custodian will receive the same wages as the regular head custodian during the time that he is appointed by the superintendent or his or her designee to act as head custodian. Any appointment made under this provision shall be in writing.

ARTICLE XXIII - MISCELLANEOUS

SECTION 1

When the Board of Education authorizes an employee to use his/ her own motor vehicle to perform Board business, the employee shall be reimbursed at the IRS rate per mile traveled. The Board shall continue to provide transportation for the maintenance/custodial personnel as needed as determined by the Superintendent.

SECTION 2

When a custodian/maintenance employee is hired, the Board shall notify the Union of the employee's name, date of the employment, classification and rate of pay.

SECTION 3

There shall be no alterations, variations or amendments to the terms and conditions of the Agreement unless made and agreed to in writing by both parties.

SECTION 4

The Board shall post a copy of this Agreement on the school web site.

SECTION 5

Nothing in this Agreement shall be construed abridging any right, benefit or privilege that said employees have enjoyed heretofore, except those specifically abridged or modified by this agreement.

SECTION 6

Employees must provide at least fourteen (14) calendar days notice if they are leaving employment with Winchester Public Schools.

ARTICLE XXIII - DISTRIBUTION OF WORK

The Board may contract out bargaining unit work in situations when no bargaining unit members want to perform the work or when no bargaining unit members are qualified to perform the work. Contracting out bargaining unit work cannot be used to reduce the regular or overtime hours of bargaining unit members.

ARTICLE XXIV - DURATION

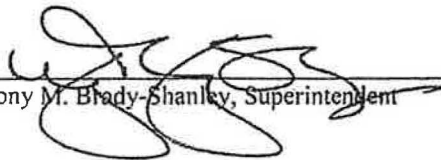
This Agreement shall be effective *July 1, 2022* , and shall continue and remain in full force and effect through *June 30, 2025* .

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives,

WINCHESTER BOARD OF EDUCATION

DATE: 5/10/2022


Melony M. Brady-Shanley, Superintendent

LOCAL RI-234 OF THE NATIONAL ASSOCIATION OF MUNICIPAL EMPLOYEES


DATE: 5/13/2022

By: 
Crystal Crossman, Committee Member

DATE: 5-11-22

By: 
Lisa Whipple, President

DATE: 5/13/2022

By: 
Edwin Kosinski, Jr. National Representative - NAGE

APPENDIX A – WAGES

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
July 1, 2022 – June 30, 2023 2.25 GWI			
Custodian	19.23	20.09	20.89
Head Custodian	23.13	23.64	24.13
Maintenance	27.96	28.52	29.03
July 1, 2023 – June 30, 2024 2.25% GWI Plus Step			
Custodian	19.67	20.54	21.36
Head Custodian	23.65	24.17	24.67
Maintenance	28.58	29.16	29.68
July 1, 2024 – June 30, 2025 2.25% GWI			
Custodian	20.11	21.01	21.84
Head Custodian	24.18	24.72	25.23
Maintenance	29.23	29.82	30.35

All steps have been frozen in the first year. For the third year of the contract there will be a re-opener for the discussion of unfreezing the steps only. The Union must request the re-opener between July 1, 2023 and December 31, 2023.