

Memorandum of Agreement

The Thomaston Board of Education (hereinafter the "Board") and Local 1303-97 of Connecticut Council 4, AFSCME, AFL-CIO (hereinafter the "Union") hereby agree to the following:

1. The Board and the Union are parties to a collective bargaining agreement dated July 1, 2016 through June 30, 2020.
2. Article IV, Sections 4.7 and 4.8 of the aforementioned collective bargaining agreement states:

Section 4.7

A custodian who works the second shift shall be paid a shift differential of ten percent (10%) per hour in addition to his/her hourly rate for all hours worked during such second shift inclusive of overtime hours.

Section 4.8

The shift differential payment as defined in Section 4.7 shall apply during the school year to:

- a. school recesses;
- b. an employee's individual vacation time; and
- c. snow days.

The shift differential shall not apply during the summer recess for any day the employee who works the first shift.

3. Article X, Section 10.1. A. of the aforementioned collective bargaining agreement states:

Section 10.1

- A. Any employee assigned, in writing, to work in a higher wage rate (as set forth in Appendix A) by the Superintendent or the building principal where the work is to be performed shall after the third consecutive work day be paid the higher wage rate for the position (retroactive to the first day of such assignment).

4. The parties agree that for the remainder of the current contract (through June 30, 2020), the following language shall be applied in lieu of the language under Article IV, Section 4.8:

The shift differential payment as defined in Section 4.7 shall apply during the school year to:

- a. school recesses;
- b. an employee's individual vacation time;
- c. snow days/delayed openings;
- d. holidays; and
- e. filling in for a first shift custodian for less than three (3) consecutive work days.

The shift differential shall not apply during the summer recess for any day the employee who works the first shift.

5. Article IV, Section 4.1 and 4.2 state:

Section 4.1

Time and one-half (1½) shall be paid for all work performed by an employee in excess of eight (8) hours in one work day or forty (40) hours in one work week.

For purposes of computing overtime, paid sick leave shall not be considered time worked and will not be used in calculating overtime hours. Holidays, personal time and vacations shall be considered as time worked.

Section 4.2


Double time (2x) shall be paid for all work performed on Sundays and for all work performed on holidays plus holiday pay.

6. In accordance with state and federal wage and hour laws, if a custodian is eligible for overtime under Article IV, Section 4.1 or Article IV, Section 4.2, his/her overtime rate for such overtime hours will be based on the wage rate he/she is receiving for the straight time hours worked for the specific work shift.

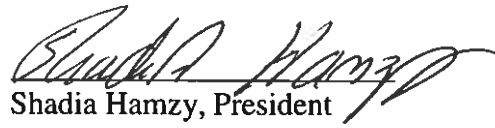
7. The parties further agree that once a second shift custodian is assigned and works in excess of three (3) consecutive work days as a fill-in for a first shift custodian in a higher

wage rate, the language under Article X, Section 10.1. A. shall apply retroactively to the first day of the assignment in lieu of the ten percent (10%) differential language under Article IV, Section 4.8 (and not in addition to the higher wage rate received under Article X, Section 10.1. A.). Accordingly, once a custodian is eligible for the higher wage rate, the ten percent (10%) differential shall not apply.

8. This Memorandum of Agreement and the terms set forth herein shall neither establish a past practice nor a precedent with respect to any of the issues set forth herein and shall expire as of June 30, 2020 unless the parties agree to extend the language or adopt it as part of a successor collective bargaining agreement.




Franine Coss, Superintendent
Thomaston Board of Education



Shadia Hamzy, President
Local 1303-97 of Connecticut
Council 4, AFSCME, AFL-CIO

Dated: 1/2/19

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