

# **AGREEMENT**

**Between**

**THE BOARD OF EDUCATION  
AND  
REGIONAL SCHOOL DISTRICT 13  
MIDDLEFIELD AND DURHAM**

**and**

**LOCAL 1303-069 OF COUNCIL 4  
AFSCME, AFL-CIO  
(Custodians)**

**July 1, 2016 - June 30, 2019  
Including the wage & insurance reopeners  
for 2017-18 and 2018-19**

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## **AGREEMENT**

This Agreement is made by and between the Board of Education of Regional School District #13 hereinafter referred to as the "Board" and the Custodians' Local 1303-069 of Council 4, AFSCME, AFL-CIO hereinafter referred to as the "Union".

### **ARTICLE I** **RECOGNITION**

The Board recognizes the Union as the sole and exclusive representative for the purposes of Collective Bargaining with respect to all matters of wages, hours and other conditions of employment for all custodial and maintenance employees working twenty (20) or more hours per week, excluding the Supervisor of Buildings and Grounds.

### **ARTICLE II** **UNION SECURITY AND PAYROLL DEDUCTION**

#### **Section 2.1**

All employees in the bargaining unit shall, as a condition of employment, become a member of the Union in good standing, or pay a service charge equal to the monthly Union dues for the duration of this Agreement or any extension thereof.

#### **Section 2.2**

Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix A, the Employer agrees to deduct from the employee's pay, each payroll period, such dues and/or service fees as determined by the Union.

#### **Section 2.3**

The amount will be certified by a responsible Union Officer in writing and may be raised or lowered by the Union at any time upon notification by said officer to the Employer.

The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues.

#### **Section 2.4**

Such payroll deductions, as provided herein, shall be remitted to the Council 4 Office of the Union by the fifteenth (15<sup>th</sup>) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names of employees from whom the deductions have been made.

#### **Section 2.5**

The Union shall indemnify and hold the Board harmless from any and all demands, suits,

complaints, claims, costs and liabilities arising out of the administration or enforcement of this Article.

### **Section 2.6**

The Union shall have the right and opportunity to hold an orientation session with newly hired employees. This orientation session shall be for the purposes of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within twenty (20) days of the employee's hire date and shall be during working hours at a time agreed by the employees' immediate supervisor, not to exceed one (1) hour in duration.

## **ARTICLE III** **SENIORITY**

### **Section 3.1**

Seniority shall be determined by length of continuous service as a bargaining unit member.

### **Section 3.2**

During the ninety calendar days (90) probationary period required of all new employees, the employee has no seniority rights, is not eligible for sick leave or for personal days, can be terminated by the Board in its sole discretion and does not have any recourse under Article VI, Grievance or Arbitration Procedures. Any employee who is continued in employment beyond the ninety-day probationary period shall participate in all rights and conditions of this Agreement.

### **Section 3.3**

A person who has worked as a temporary employee immediately prior to being hired as a full-time member of the custodial staff may apply the time accumulated in a period of continuous employment in Regional District #13 toward the fulfillment of the probationary period, provided written application is made to the Superintendent of Schools.

### **Section 3.4**

The seniority rights of any employee that transfers out of the Union because of other employment within Regional District #13 will be reinstated provided that the employee returns to the Union within a period of one (1) year.

### **Section 3.5**

An employee recalled from lay-off will retain the seniority that had been achieved at the time of lay-off.

### **Section 3.6**

Lay-off shall take place in reverse order of seniority within the following classifications:

Head Custodian  
Custodian/Maintenance

Persons serving in higher rated classifications that would otherwise be laid off shall bump down to lower rated classifications, and the least senior employee from the lower classification shall be laid-off.

### **Section 3.7**

During his/her term of office, the President of the Union shall head the seniority list for the purpose of the layoff provisions of this Agreement only.

### **Section 3.8**

Seniority is forfeited under any of the following circumstances:

- 1) Voluntary resignation.
- 2) Discharge for just cause.
- 3) Failure of an employee who has been laid off to return to work within ten (10) calendar days of the mailing of a notification by registered mail to the last known address. An extension of time beyond ten (10) calendar days may be granted for cause.

### **Section 3.9**

The Board shall maintain two seniority lists for custodial personnel, one for custodial/maintenance employees and one for head custodian employees. A copy of the updated lists shall be furnished to the Secretary of the Union each year during the month of July. Any objection to the seniority list shall be submitted to the office of the Business Manager in writing within ten (10) working days of receipt of the list.

## **ARTICLE IV** **PROMOTIONS AND TRANSFERS**

The Administration will notify members of the custodial staff of any vacancies to be filled. The Board shall fill vacancies internally with a preference given to employees who are best qualified for the vacant position, with preference given for seniority, prior to the hiring of any new employees.

## **ARTICLE V** **HOURS OF WORK, OVERTIME**

### **Section 5.1**

The normal work week is any five consecutive days consisting of forty (40) hours, Monday

through Friday, except as noted in Section A below.

- A. It is agreed that during the summer months (the conclusion of the regular school year) a four day, ten (10) hour per day work schedule may be instituted for full time employees, the schedule and hours of work to be mutually agreed to by the Head Custodian and the Building Administration with review when necessary by the Union and Board of Education agents. Notwithstanding any such modified schedule, leave increments shall remain consistent with an employee's normal schedule (e.g. vacation, sick or other leave days shall be taken in eight (8) hour blocks.
- B. Full-time custodians in the same building will be asked first to work overtime to fill an opening or absence of another custodian in the building before asking a part-timer or custodian from another building.

### **Section 5.2**

The Administration is responsible for establishing and maintaining work schedules.

Schools Closed - In the event of emergency or storm conditions, primary responsibility shall be that of each building's Head Custodian to ensure that the needs of the building are addressed. In the event that conditions require, the Business Manager may require employees to report to work on days that school is closed (including weekends and holidays) to address storm related or emergency conditions. If school does not open as a result of a storm, custodial and maintenance employees shall make every effort to report to work. If employees do not report to work, the Superintendent or his/her designee may charge that day or portion of the day as follows:

1. Personal Leave
2. Vacation
3. In the absence of all of the above the absence shall be an absence without pay.

District Closed - In the event that the Superintendent of Schools announces the closing of all schools for all employees due to an emergency or storm conditions, custodial staff who are requested to and do report to work will be paid 8 hours pay plus time and half pay for all hours worked. This applies only when the entire district is closed and all other employees are asked to remain at home. In the event that custodial staff is told to stay home, they shall not lose pay.

Head Custodians required to perform building checks outside of their normal work hours shall be compensated at the appropriate overtime rate for no less than two (2) hours for each day they perform such building checks.

### **Section 5.3**

Overtime will be paid at the rate of time and one-half the regular straight time rate for all work required by the Board in excess of forty (40) hours of work in any one work week.

### **Section 5.4**

When an employee's supervisor requires him/her to perform overtime work on a Sunday or Holiday, overtime will be paid at double the employee's hourly rate for time worked.

**Section 5.5**

Any employee who is called back to work outside their normal shift schedule shall be paid a minimum of two (2) hours pay.

**Section 5.6**

All overtime hours paid to employees shall be listed on their pay stubs.

**Section 5.7**

Early Dismissal — Employees will be allowed to leave work early without loss of pay because of bad weather and paid for the lost time only when so authorized by the Superintendent and/or his/her designee.

On designated snow days, all employees shall be required to work during the day, reporting to work at the start time determined by the Supervisor of Buildings & Grounds. The start time shall be no later than 8:00 a.m.

**Section 5.8**

It is mutually agreed between the Board and the Union that students and part-timers may be used as a supplement to, but not a replacement for, the regular employees, for regular scheduled hours. Such students and part-timers, working less than twenty (20) hours, will be excluded from the provisions of this Agreement.

The Board agrees to consult with the Union prior to creating any new part-time positions.

**Section 5.9**

All full-time employees shall receive a thirty (30) minute paid lunch period.

**Section 5.10**

It is mutually agreed between the Board and the Union that the employees covered by this Agreement will be scheduled for one half day with pay during the summer months at a time mutually agreeable to both parties for the purpose of having a custodians' picnic.

**Section 5.11**

The Board and the Union agree that on any shift when a night patrol is required there shall be at least two (2) employees assigned.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

**Section 6.1 — Definitions**

A. "Grievant" is defined as any member of the bargaining unit and may include a group of

employees similarly affected by a grievance or the Union. "Board" shall mean the Board, an agent of the Board or a committee of the Board, at the Board's option.

- B. "Days" are working days.
- C. "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

### **Section 6.2 — Time Limits**

- A. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties.
- B. If an aggrieved person does not file a grievance in writing with the appropriate administrator within twenty (20) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance, then the grievance shall be considered waived.
- C. Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be deemed to be acceptance of the last decision rendered. Time limits may be extended by mutual written agreement.

### **Section 6.3 — Informal Step**

If an employee feels that he/she may have a grievance, he/she may first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.

### **Section 6.4 — Formal Procedure**

#### **A. Step One — Supervisor of Buildings and Grounds**

- 1. If after following the Informal step the employee wishes to pursue the grievance, he/she shall present his/her grievance in writing within twenty (20) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance to the Supervisor of Buildings and Grounds.
- 2. The Supervisor shall within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the grievant and his/her steward.

#### **B. Step Two — Superintendent of Schools**

- 1. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after receipt of the decision at Level One, file his/her grievance with the Superintendent of Schools.
- 2. The Superintendent or his designee shall, within five (5) days after receipt of the

grievance render his/her decision and the reasons for it in writing to the grievant.

**C. Step Three — Board of Education**

1. If the grievant is not satisfied with the disposition of his/her grievance at Step Two, he/she may, within five (5) days of receipt of the decision at Step Two, refer the grievance to the Board Personnel Committee.
2. Within ten (10) days after receipt of the grievance, the Board Personnel Committee shall meet with the grievant and with a representative of the Union if the employee requests to have a Union representative present.
3. Within ten (10) days after such meeting, the Board Personnel Committee shall make a recommendation to the Board of Education as to the disposition of the grievance. The Board of Education shall render its decision and the reasons therefor in writing to the aggrieved person within five (5) days after the next regularly scheduled Board of Education meeting. A copy shall be sent to the Secretary of the Union.

**D. Step Four — Arbitration**

1. Within ten (10) days after receipt of the Board's decision, the Union or the Board may submit the grievance to arbitration by so notifying the Board and the Connecticut State Board of Mediation and Arbitration in writing.
2. The arbitrator shall hear and decide only one grievance in each case. The arbitrator shall have no power in any matter to make an award, which amends, adds, to, subtracts from or eliminates any provision of this Agreement. He/she shall be bound by, and must comply with, all terms of this Agreement.
3. The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to the parties in interest, setting forth his/her findings of fact, reasoning and conclusions. Such decision shall be binding on all parties.
4. No employee may proceed to Step Four on his own; only the Union may submit a grievance to arbitration.
5. At each step of the grievance procedure a meeting of the appropriate Board of Education and Union Representatives shall convened.

**ARTICLE VII**  
**VACATIONS**

**Section 7.1**

Newly hired employees hired between April 1 and June 30 of any given year shall receive one (1) paid week of vacation leave effective on the first July 1 of service to the Board.

Newly hired employees hired between July 1 and March 31 of any given year shall receive two

(2) paid weeks of vacation leave effective on the first July 1 (or the second July 1 of service should the employee have begun work on July 1) of service to the Board.

Thereafter, the following schedule shall apply for annual vacation time off with pay:

After 5 years of service	3 weeks
After 9 years of service	4 weeks
After 15 years of service	5 weeks

**Section 7.2**

No vacation time is credited until the employee has completed at least six months of satisfactory employment.

**Section 7.3**

Only earned vacation time can be used.

**Section 7.4**

Vacation time may not be accumulated beyond a twelve month period.

**Section 7.5**

The district utilizes an electronic absence system for employees to request vacation leave. Choice of vacation dates will be granted subject to the needs of the district. Any conflict in scheduling vacations will be resolved in favor of the employee having the greater seniority.

**Section 7.6**

Year round Employees who work more than twenty (20) hours but less than forty (40) hours per week will earn vacation time prorated to the schedule of full-time employees.

**Section 7.7**

The employee will be credited with an additional vacation day for any that is also a legal holiday.

**Section 7.8**

In the event of death, the value of the accrued vacation time will be paid to the employee's estate or to the employee upon retirement.

**Section 7.9**

In no event shall a custodian who is on vacation be required to perform building checks during his/her scheduled vacation.

**ARTICLE VIII**  
**SICK LEAVE**

**Section 8.1**

Eligibility: The employee may take sick leave (with or without pay) if:

- a) The employee is unable to perform his or her normal duties because of illness or physical incapacity.
- b) The employee's presence, because of contagious disease or other conditions, would endanger the health of others.
- c) Medical, optical, dental or other procedures necessary to the maintenance of health, or the diagnosis and/or treatment of illness that cannot be attended to during off-duty hours.

**Section 8.2**

Full-time employees will receive sick leave allowance with pay at the rate of one and one quarter (1-1/4) days per month of continuous employment.

Year round Employees who work more than twenty (20) hours but less than forty (40) hours per week, receive sick leave allowance with pay pro-rated to the full-time schedule.

**Section 8.3**

Sick leave allowance with pay may be accumulated from year to year. Unused sick time may accumulate from year to year, up to a maximum of two hundred and twenty-five (225) days. Employees with greater than two hundred and twenty-five (225) days accumulated sick leave upon the effective date of this Agreement shall retain all current accumulated sick days for the purpose of use. If, however, an employee with greater than two hundred and twenty-five (225) sick days at the effective date of this Agreement exhausts their accumulated sick leave to below the day maximum limit, said employee shall be subject to the two hundred and twenty-five (225) day maximum accumulation.

**Section 8.4**

Sick leave allowance will accumulate during a paid leave of absence, during a sick leave with pay and/or during vacation time.

**Section 8.5**

Time in excess of the normal forty-hour week does not contribute to the employee's sick leave allowance.

**Section 8.6**

The Business Office may require an employee to furnish a medical certificate under any of the following conditions:

- a) A period of absence in excess of two consecutive working days.

- b) For any prolonged illness or injury, a medical certificate shall be submitted one week prior to the end of the pay period. A medical certificate that states that the employee will be unable to work for a specified period of time will be acceptable for the pay periods included.
- c) The Superintendent of Schools may, at his discretion, require an employee to have a medical examination by a physician of his choice. The cost of such an exam beyond what is covered by insurance shall be born by the Board.

### **Section 8.7**

Any employee who has exhausted his or her accumulated sick leave allowance, may request to remain on sick leave without pay.

## **ARTICLE IX PERSONAL LEAVE**

### **Section 9.1**

Employees shall receive their normal salary when absent from the job on approved personal leave.

### **Section 9.2**

Full time employees may request up to a maximum of five (5) paid personal leave days per contract year. Personal leave days do not accumulate from year to year. Sick leave allowance is not to be used for personal leave.

### **Section 9.3**

Procedure: The employee must utilize the district's electronic absence system to submit an application to the office of the Business Manager or Superintendent at least twenty-four (24) hours in advance of the day for which personal leave is requested. In case of emergency, this requirement may be waived. Normally a request for a qualified personal leave shall be granted unless the taking of the leave would result in extreme hardship or disability to the school district.

### **Section 9.4**

Circumstances that qualify for personal leave:

- A) Major religious holidays not included in the vacation schedule.
- B) Wedding of member of immediate family or participant in a wedding ceremony.
- C) Birth of a son or daughter.
- D) Attendance at college graduation of self, son, daughter or spouse.
- E) Court appearance when subpoenaed as a witness to the extent not otherwise reimbursed.

F) Other as approved by the Superintendent or his/her designee for cause.

**Section 9.5**

An employee serving jury duty shall receive the difference between the jury fees and his regular salary if the employee notifies the Board within three working days of receiving notice of jury duty.

**Section 9.6 — Bereavement Leave (Funeral Leave)**

- A. Each employee shall be allowed a maximum of five (5) paid days per contract year for critical illness or death or a member of the immediate family of the employee or spouse.
- B. Immediate family is defined as: parent, brother, sister, spouse, grandparent or other person who has been a member of the same household as the employee.

**ARTICLE X**  
**HOLIDAYS**

**Section 10.1**

Full-time employees are eligible for the following paid holidays when they occur during a normal workweek:

- Independence Day, July 4
- Labor Day, First Monday in September
- Columbus Day, as published
- Veteran’s Day, as published
- Thanksgiving Day, Fourth Thursday in November, and following Friday
- Christmas, December 25
- New Years, January 1
- Presidents Day, as published
- Floating Holiday in exchange (Lincoln and Washington)
- Good Friday, Friday before Easter
- Memorial Day, as published
- Floating Holiday, the Day Before or Day After July 4<sup>th</sup>
- Martin Luther King Day, as published

Day before Christmas when the Day before falls on a workday, Day before New Year’s when the day before New Year’s falls on a workday, assuming the day before is not a school day.

Whenever a holiday falls on a Saturday it shall be celebrated on Friday and Sunday it shall be

celebrated on Monday.

**Section 10.2**

If an employee is sick on a holiday, he or she shall be paid for the holiday, and such day shall not be charged against accumulated sick leave.

**Section 10.3**

Employees assigned to work on a holiday shall receive their holiday pay plus pay at double time for all hours worked. Employees assigned to work on Sunday, shall receive double time for all hours worked.

**ARTICLE XI**  
**INSURANCE**

**Section 11.1 — Group Health Insurance**

All employees who have completed their probationary period shall participate in the group health plan currently offered to employees of the Board and their dependents. Employees shall receive coverage from the two plan(s) listed below and pay the premium in accordance with the following terms and conditions.

**High Deductible Health Plan**

The Board shall offer eligible employees a high deductible health (HDHP) plan with a health savings account (HSA) feature, including the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000 combined in or out of network deductible	
Co-insurance	100% co-insurance after deductible, subject to co-insurance maximum	70% co-insurance after deductible, subject to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	\$2,000/\$4,000 maximum out of pocket in network \$4,000/\$8,000 maximum out of pocket out of network	
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable 100% Coinsurance	70% co-insurance after deductible, subject to co-insurance maximum
Prescription Drug Coverage	No co-payments for prescription drugs once the deductibles have been met	

A summary of the HDHP plan shall be included in Appendix D for informational purposes only.

For employees electing the HDHP Plan, the Board will contribute fifty percent (50%) of the

applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, once monthly. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The following premium cost sharing provisions shall apply to employees electing the HDHP plan during the term of this Agreement:

Effective July 1, 2017, the Board agrees to pay ninety percent (90%) and the employees agree to pay ten percent (10%), of the cost of coverage under the HDHP plan. Effective July 1, 2018, the Board agrees to pay eighty nine percent (89%) and the employees agree to pay eleven percent (11%), of the cost of coverage under the HDHP plan.

The Board shall have the right to change insurance carriers (including a change in third party administrators) in whole or in part, in order to provide the insurance coverage set forth above, provided that the plan(s) which result(s) from change in carriers or third party administrators are, substantially equivalent to the plan(s) described above, in terms of coverage, benefits, and administration.

The President of the Union shall be notified in writing within thirty (30) days of any intention to change carriers or third-party administrators and shall have a reasonable opportunity to review the proposed changes, but shall have no more than thirty (30) days from the date the new plan is presented to the Union. The proposed changes shall be presented to the Union through a Board Committee including a representative of the insurance carrier who will explain the proposed changes. If the Union does not approve of the proposed changes recommended by the Superintendent, it shall submit a written statement detailing the reasons for such disapproval, specifically listing the reduction in the level of coverage, benefits or administration to which it objects. The Union must submit this written statement to the Superintendent of Schools within thirty (30) days of the meeting noted above. Failure to submit such statement within the thirty (30) day time period shall be deemed approval of the proposed plan and a waiver of any right to arbitrate the issue.

If the Union disapproves of any change pursuant to the written statement noted above, it may submit the issue to arbitration within fifteen (15) calendar days of receipt of notice from the Superintendent that the Board intends to implement the new plan. The Board must receive a written decision therein prior to implementing any change. The sole substantive issue for arbitration shall be as follows: Is the proposed insurance plan(s) substantially equivalent to the existing plan(s) in terms of benefits, coverage and administration.

### **Section 11.2 Dental Insurance**

All employees who have completed their probationary period shall participate in the dental plan. The contribution by the Board is 100% for the employee and 60% for the family, for the standard full dental with Rider A. Employees may elect the flex dental 24 plan, but at the employee's expense for the difference in cost.

**Section 11.3 Life Insurance**

One times salary base to a maximum of \$30,000. The contribution by the Board is 95%, with the employee contributing 5%.

**Section 11.4 Continuation of Group Insurances by Retirees**

Employees having ten (10) or more years of full time service to District #13 and choosing to retire during the life of this Agreement shall be allowed to continue their group dental, medical and life insurance benefits at the group rate through age sixty four (64) provided 1) it is acceptable by the District insurance carrier, and 2) that the employee reimburse the total monthly cost to the Board in a timely manner. Employees meeting the above criteria shall remain eligible for the medical portion of this benefit for themselves and any eligible dependents until such time as the covered individuals become Medicare eligible.

**Section 11.5**

An employee on personal leave for any period exceeding thirty (30) days shall reimburse the Board monthly for the Group Insurance if the employee elects to maintain coverage during his/her leave of absence.

**ARTICLE XII  
NO STRIKE OR LOCKOUT**

During the period that this Agreement is in force, the Union shall not authorize a strike, slowdown, or suspension or stoppage of work. The Board shall not enforce a lockout of employees.

**ARTICLE XIII  
TERMINATION**

**Section 13.1**

An employee shall give at least two weeks advanced notice of intention to terminate employment with the School District. An employee who terminates employment in good standing and with proper notice and those laid off for lack of work, will be paid for accumulated vacation time.

**Section 13.2**

The Business Office shall give two weeks advanced notice of termination of employment to an employee who must be laid-off although his or her service as an employee has been satisfactory.

**ARTICLE XIV**  
**UNION LEAVE**

**Section 14.1**

It is agreed that no more than two (2) members of the Union negotiating committee shall be granted leave with pay for all meetings with the Board for the purpose of negotiations when the meetings take place during the employees' normal working hours.

**Section 14.2**

It is agreed that one (1) member of the Union grievance committee plus the grievant shall be granted leave with pay for all meetings that are directly associated with the processing of the grievance.

**ARTICLE XV**  
**WAGES**

**Section 15.1**

Wage scales and classifications, as negotiated, shall be part of and attached as Appendix B to this Agreement.

**Section 15.2**

All night shift employees shall receive a five percent (5%) night differential.

**Section 15.3**

An employee regularly scheduled to work night shift who is transferred to the day shift for the summer and winter shutdowns shall maintain his night shift premium.

**Section 15.4**

The Strong School Head Custodian shall be paid at a rate which is five percent (5%) higher than the Head Custodian rate, and the High School Head Custodian shall be paid at a rate which is eight percent (8%) higher than the Head Custodian rate.

Effective July 1, 2017 and July 1, 2018, there shall be step movement and a 2.75% general wage increase.

**Section 15.5**

Each employee shall receive four (4) uniforms and a pair of work shoes annually or the equivalent, not to exceed a total cost of two hundred seventy-five dollars (\$275.00).

New employees' uniforms and raingear will be ordered upon probation completion.

**Section 15.6**

Employees shall be required to utilize direct deposit for their paychecks.

**ARTICLE XVI**  
**MANAGEMENT RIGHTS**

It is the right of the Board of Education, acting through the Superintendent of Schools, and the Administration, except as otherwise abridge or modified by the provisions of this Agreement in accordance with the provisions of the Municipal Employee Relations Act to (a) determine the standards of Custodial and Maintenance Services to be provided by the District, (b) to determine the care and operation of Buildings and Grounds, and apparatus and property used for school purposes, (c) to determine the standards of selection for employment, (d) to direct the employees, (e) to take disciplinary actions, (f) to release from duty because of lack of work or other legitimate reasons subject to the procedures set forth in this Agreement an applicable statutes, (g) to determine the methods and means by which the Board's responsibilities are conducted, (h) to determine the content of job classifications through the process of consultation with the Union, (i) to exercise control over the organization, (j) to make and enforce reasonable rules and regulations for the maintenance of discipline and the performance of its work, subject to the right of the employees to grieve the enforcement of any rule deemed unreasonable or contrary to the provisions of this Agreement and (k) to fulfill all of its legal responsibilities as set forth by statute.

The aforesaid rights shall not be used in any manner contrary to the provisions of this Agreement and shall not be subject to the provisions of the grievance procedure except to the extent of any impact on the employees due to disciplinary or other actions or conditions as set forth in this Agreement.

**ARTICLE XVII**  
**NEGOTIATIONS**

This Agreement may be amended only by the mutual written agreement of the parties. Any agreement between the parties with respect to a proposed amendment shall be reduced to writing, shall be signed by the Board and the Union and shall become an addendum to this Agreement.

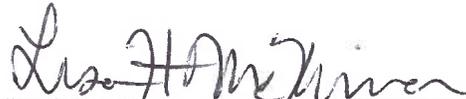
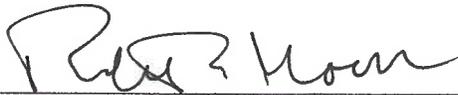
**ARTICLE XVIII**  
**DURATION**

This Agreement dated this 25<sup>th</sup> day of August, 2017 supersedes and cancels all previous Agreements and shall be effective from the 1<sup>st</sup> day of July 2016 until the 30<sup>th</sup> day of June 2019, and from year to year thereafter unless renegotiated as herein prescribed.

IN TESTIMONY THEREOF, the parties hereunto have executed the Agreement this day and year first above written.

**FOR THE BOARD OF EDUCATION**

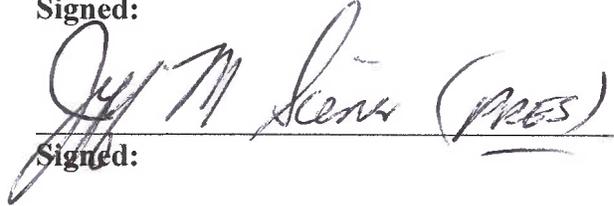
**FOR LOCAL 1303-069 OF COUNCIL 4  
AFSCME, AFL-CIO**



Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_



Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPENDIX A

CONNECTICUT MUNICIPAL COUNCIL NO. 4  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION AND REPRESENTATION

By: \_\_\_\_\_  
Please Print Last Name                      First Name                      Middle

To: \_\_\_\_\_  
Name of Employer

Effective \_\_\_\_\_ I hereby authorize you to deduct from my earnings the current initiation fee being charged by AFSCME Local No. \_\_\_\_\_ and effective the same date to deduct from my earnings each \_\_\_\_\_ a sufficient amount to payroll period provide for the regular payment of the current rate of monthly union dues, as certified by the Union. The amount deducted shall be paid to the treasurer of

\_\_\_\_\_ Union Name and Number  
the American Federation of State, County, and Municipal employees. This authorization shall remain in effect in accordance with the working agreement or until termination of my employment.

Effective \_\_\_\_\_ I hereby authorize the Connecticut Municipal Employees Council No. 4 AFSCME and/or its appropriate affiliates to be my representative for collective bargaining.

\_\_\_\_\_  
Signature    (Do not Print)

\_\_\_\_\_  
Street Address (Print)    Phone No.

\_\_\_\_\_  
City and State (Print)    Zip Code

## LETTER AGREEMENT

1. The board shall maintain a work-order system to be used for ordering supplies and recording scheduled and unscheduled maintenance.
2. All employees who are issued keys necessary to the performance of their work assignments shall retain these keys in their possession at all times.
3. The parties agree that should the Board hire regular part time employees that the Board, the new hire and the Union shall meet and mutually agree to the wages and benefits to be afforded, if any, to all such employees.
4. The parties agree to continue their discussion regarding the establishment of an Apprentice Program.
5. The parties agree that this Bargaining Unit will participate in the joint labor management committee of Board employees to discuss alternative insurance programs that will not reduce benefits and provide savings to the Board.

**APPENDIX B-3**  
**WAGE SCHEDULE**

**2017-2018**  
**(2.75%)**

	1	2	3	4
High School Head Custodian	26.92	27.81	28.73	29.58
Strong School Head Custodian	26.18	27.04	27.93	28.76
Head Custodian	24.93	25.75	26.60	27.39
Custodian/Maintenance	20.79	23.13	23.84	24.57

**2018-2019**  
**(2.75%)**

	1	2	3	4
High School Head Custodian	27.67	28.58	29.52	30.39
Strong School Head Custodian	26.90	27.78	28.70	29.55
Head Custodian	25.62	26.46	27.33	28.14
Custodian/Maintenance	21.36	23.77	24.50	25.25

The wage rate for all new hires shall be set at the discretion of the Board and or its designee. It is further understood and agreed that all new hires shall be placed on Step 1 of the wage schedule at the conclusion of their probationary period and shall advance one (1) step each year on their anniversary date of hire to the maximum rate for their position. Employees promoted during the life of this Agreement shall be placed on that step that assures them of at least a fifty cent (\$.50) per hour increase in wages.

**APPENDIX B-4**  
**HOURS OF WORK**

<b><u>SCHOOL</u></b>	<b><u>SHIFT</u></b>	<b><u>HOURS OF WORK</u></b>
Coginchaug Regional High School	1 <sup>st</sup> Shift	6:00 a.m. to 2:00 p.m.
	2 <sup>nd</sup> Shift	2:00 p.m. to 10:00 p.m.
	2 <sup>nd</sup> Shift	1:00 p.m. to 9:00 p.m.
Strong School	1 <sup>st</sup> Shift	6:00 a.m. to 2:00 p.m.
	2 <sup>nd</sup> Shift	2:00 p.m. to 10:00 p.m.
Brewster School	1 <sup>st</sup> Shift	6:00 a.m. to 2:00 p.m.
	2 <sup>nd</sup> Shift	1:30 p.m. to 9:30 p.m.
Memorial School	1 <sup>st</sup> Shift	6:00 a.m. to 2:00 p.m.
	2 <sup>nd</sup> Shift	1:00 p.m. to 9:00 p.m.
John Lyman School	1 <sup>st</sup> Shift	6:00 a.m. to 2:00 p.m.
	2 <sup>nd</sup> Shift	2:00 p.m. to 10:00 p.m.
Maintenance	1 <sup>st</sup> Shift	7:00 a.m. to 3:30 p.m.**

\*\*The hours of work of employees assigned to maintenance may vary according to needed coverage at ALL of the above mentioned schools; and employees assigned as maintenance may be required to fill in during periods of absence due to vacations, sick leave and other periods of authorized leave.

It should be noted that the aforementioned work schedule is only in effect when school is in session, otherwise all employees shall be assigned to work the first shift schedule, unless there is an opening in his/her building for that night.

It is further agreed and understood that the hours of work of employees may at times vary as much as one (1) hour and individuals may be moved between shifts in order to meet the staffing needs of the District. The hours of work of Head Custodians may vary in cases of early closings. In any of the aforementioned situations the Union and the Superintendent or his/her designee shall meet and resolve any and all disputes.

**APPENDIX C**  
**PENSION PLAN**

Pension benefits shall be provided in accordance with the Regional School District No. 13 Pension Plan.

**APPENDIX D**  
**INSURANCE PLANS**  
 FOR INFORMATIONAL PURPOSES ONLY  
 2017-2019

<b>BENEFIT</b>	<b>High Deductible Health Plan (HDHP)</b>
<b>Costshares</b>	No Office Visit Maximum  <b>In-Network Services</b> Deductible \$2,000/\$4,000(combined with Out-of-Network) Co-insurance \$2,000/\$4,000 maximum out of pocket In Network Preventative care covered at 100% Lifetime In-network - Unlimited  <b>Out of Network services subject to coinsurance below:</b> 70% out of network coinsurance Co-insurance \$4,000/\$8,000 maximum out of pocket Lifetime Out of Network - \$1,000,000
<b>Preventive Care</b>	No Deductible-0% Coinsurance
Pediatric	No frequency or age restrictions
Adult	No Deductible-0% Coinsurance No frequency or age restrictions
Vision	No Deductible-0% Coinsurance
Hearing	No Deductible-0% Coinsurance
Gynecological	No Deductible-0% Coinsurance
<b>Medical Services</b>	Subject to Deductible-0% Coinsurance
Medical Office Visit	
Specialist Office Visit	
Mental-Health Care Outpatient Session	
Outpatient PT/OT/Chiro/Speech	Subject to Deductible-0% Coinsurance Unlimited
Allergy Testing	Subject to Deductible-0% Coinsurance
Allergy Treatment/Injections	Unlimited
Diagnostic Lab & X-ray	Subject to Deductible-0% Coinsurance
Inpatient Medical Services	Subject to Deductible-0% Coinsurance
Surgery Fees	Subject to Deductible-0% Coinsurance
Office Surgery	Subject to Deductible-0% Coinsurance
<b>Emergency Care</b>	
Emergency Room	Subject to Deductible-0% Coinsurance
Urgent Care	Subject to Deductible-0% Coinsurance
Ambulance	Subject to Deductible-0% Coinsurance Covered Land & Air Ambulance

<b>BENEFIT</b>	<b>High Deductible Health Plan (HDHP)</b>
<b>Inpatient Hospital</b> General/Medical/Surgical/Maternity (Semi-Private)	Note: All hospital admissions require pre-cert Subject to Deductible-0% Coinsurance
Ancillary Services (Medication, Supplies)	Subject to Deductible-0% Coinsurance
Psychiatric	Subject to Deductible-0% Coinsurance
Substance Abuse/ Detox	Subject to Deductible-0% Coinsurance
Rehabilitative and Skilled Nursing	Subject to Deductible-0% Coinsurance Skilled Nursing up to 120 days & Rehab is 60 days
Home Health	Subject to Deductible-0% Coinsurance Unlimited
Hospice	Subject to Deductible-0% Coinsurance Unlimited
<b>Outpatient Hospital</b> Outpatient Surgery Facility Charges	Subject to Deductible-0% Coinsurance
Diagnostic Lab & X-ray	Subject to Deductible-0% Coinsurance
Pre-Admission Testing	Subject to Deductible-0% Coinsurance
<b>Other Services</b> Durable Medical Equipment	Subject to Deductible-0% Coinsurance Unlimited
Bariatric Surgery	Included
Prescription Drugs	Plan pays 100% After Deductible is Met Retail 30 Day Supply MOD 100 Day Supply
Infertility	Subject to Deductible-0% Coinsurance No age or cycle restrictions

**DENTAL PLANS**

Benefit	Full Dental A	Flex Dental
Deductible	No deductible. No annual maximum	Category II \$25 deductible Category III \$50 deductible. \$2,000 annual maximum. Separate from annual \$1,000 lifetime maximum on orthodontics
Initial Oral Exam-1 every 36 months	Covered at 100%	Covered at 100%
Periodic Oral Exam-2 times a year	Covered at 100%	Covered at 100%
Prophylaxis-2times a year	Covered at 100%	Covered at 100%
Topical Application of Fluoride	Covered at 100%	Covered at 100%
Space Maintainers to age 19	Covered at 50%	Covered at 100%
X-rays	Covered at 100%	Covered at 100%
Palliative Emergency Treatment	Covered at 100%	Covered at 100%
Fillings	Covered at 100%	Covered at 80%
Root Canal	Covered at 100%	Covered at 80%
Stainless Steel Crowns (Primary Teeth)	Covered at 100%	Covered at 80%
Simple Extractions	Covered at 100%	Covered at 80%
Oral Surgery	Covered at 50%	Covered at 80%
Repair of Dentures	Covered at 100%	Covered at 80%
Relining of Dentures	Covered at 100%	Covered at 80%
Recement of Crowns	Covered at 50%	Covered at 80%
Repair of Bridge	not covered	Covered at 80%
Recement of Bridge	not covered	Covered at 80%
Crowns-1/tooth/5 years	Covered at 50%	Covered at 50%
Post and Core-1/tooth/5 years	not covered	Covered at 50%
Inlays-1/tooth/5 years	Covered at 50%	Covered at 50%
Onlays-1/tooth/5 years	Covered at 50%	Covered at 50%
Periodontics	not covered	Covered at 50%
Prosthetics-1/tooth/5 years	not covered	Covered at 50%
Orthodontics-once per member per lifetime	not covered	Covered up to 50% up to a \$1,000 per member per lifetime to age 19

**\*All services are payable according to maximum allowable amounts at participating dentists**

**\*This comparison is a brief description of benefits. This is not a legal document.**

**\*It is recommended to receive a pre-estimate for services over \$100**