

AGREEMENT

between

ELLINGTON BOARD OF EDUCATION

and

**LOCAL 1303-242 OF COUNCIL 4,
AFSCME, AFL-CIO**

July 1, 2012 to June 30, 2018

This collective bargaining agreement (hereinafter referred to as the "Agreement") is made and entered into by and between Ellington Board of Education (hereinafter referred to as the "Board") and/or its successor and Local 1303-242 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, and/or its successor, (hereinafter referred to as the "Union").

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ARTICLE I
RECOGNITION

Section 1.1

- A. The Board recognizes the Union 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 and all hourly paid cafeteria employees of the Board excluding the cafeteria director, part-time custodial and maintenance employees working less than twenty (20) hours per week and seasonal employees as defined by the Act.
- B. The terms "classification" and "position" when used hereinafter in this Agreement shall refer to categories as defined in Section 3.4 C of this Agreement.

ARTICLE II
UNION SECURITY

Section 2.1

The Board agrees to deduct from the pay of all its employees who in writing authorize such deductions from their wages, such membership dues, initiation fees, reinstatement fees, and service fees, as may be fixed by the Union. The Union agrees to provide a list of employees and amounts to be deducted for the aforementioned dues and fees accompanied by supporting authorization statements. Such deduction shall continue for the duration of the Agreement except that any employee may withdraw such authorization in writing by certified mail to Council #4 or the President of the Local to be given sixty (60) days prior to the expiration date of the contract and to take effect upon termination of this Agreement.

All employees in the collective bargaining unit who are not members on the effective date of this clause shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee which shall not exceed the proportional cost attributable to collective bargaining, grievance adjustment and contract administration. All employees in the collective bargaining unit who are members of the Union on the effective date of this clause but, who hereafter, cease to be Union members, shall, for so long as they remain non-members, as a condition of employment pay to the Union a service fee which shall not exceed the proportional cost attributable to collective bargaining, grievance adjustments and contract administration.

The deductions for any month shall be taken equally over two payroll periods of said month and shall be remitted to the Union together with a list of names of employees, their social security number (if available) and their address from whose

wages such deductions have been made, no later than the 5th day of the following month, for which deductions have been made. If an employee does not have enough earnings to take the necessary deductions it will be so noted on the remittance and the Board will not be responsible for recouping any shortage.

The Board's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this Agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired during the life of the contract then in existence provided proper authorization is given. The Union agrees that it will indemnify and save the Board harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the Board in accordance with the terms of this Article in an amount not to exceed the sum received by the Union on account of the deductions made from the earnings of such employee or employees.

Section 2.2

At least one bulletin board shall be located in a mutually agreeable area in each school for the posting of official Union notices or announcements. Official school system postings will be on the official school bulletin board designated as such by the building administrator.

Section 2.3

The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that there will be no strike or other form of work stoppage during the life of this Agreement.

Section 2.4

The Board shall provide each employee with a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement; new employees will be provided with a copy of this Agreement at the time of hire.

Section 2.5

A total of no more than two (2) officers or designees shall be chosen by the Union for contract negotiations. These Union members shall be afforded the necessary amount of time without loss of pay for purpose of attending contract negotiation sessions. The Union may have as many representatives as needed, but only two (2) officers or designees will be paid for time spent in negotiations.

ARTICLE III
SENIORITY

Section 3.1

- A. The Board shall prepare a list of all employees showing their seniority in length of service with the Board and deliver the same to the Union Representative by December 1st of each year. Unless the Union files a grievance concerning the list within thirty (30) days of receipt of same, the list will be presumed to be correct for all purposes of this contract. Upon completion of their probationary period, new employees shall be added to this list.
- B. Any promotion of an employee shall be based upon the employee's qualifications, work history, and seniority. This clause does not limit the right of the Board to fill positions with applicants from outside the system after qualified applicants from within the system have been considered.

Section 3.2

- A. New employees shall serve a probationary period of ninety (90) calendar days from the date placed on payroll and shall have no seniority, grievance rights or benefits during this period, but shall be subject to all other provisions of this Agreement. The purpose of the probationary period is to permit the Superintendent or his designee to determine if the employee has the necessary skills and abilities to retain the position. All employees who have completed their probationary period shall acquire length of service records as of the date of their employment.

The Superintendent may extend the probationary period for up to an additional thirty (30) calendar days if deemed necessary. Said extension shall be issued in writing, with reasons for the probationary extension given, to the Union and the applicable employee.

- B. The Superintendent may require a physical by the Board's physician at the Board's expense whenever there is a question about an employee's health or safety.

Section 3.3

- A. All vacancies created through resignations, retirements, classification transfers and new positions shall be posted on Union bulletin boards for a period of five (5) working days prior to any action taken by the Superintendent to fill such vacancy or new position. The five (5) day posting period may be waived by mutual written agreement. Employees wishing to

fill such vacancy or new position may personally, or through a Union official, submit their application to their Supervisor in writing. In the event that an applicant who is a current member of the bargaining unit is equally qualified, as determined by the Board or its designee, with an applicant from outside the bargaining unit, the inside applicant shall have preference.

- B. Copies of the job posting, a list of the persons bidding for the job, and the name of the person appointed shall be sent to the Union President no later than seven (7) days after the appointment.
- C. All vacancies shall be filled where possible with the greatest expedience after the employee vacates a position or of the establishment of a new position.
- D. When an existing employee is retained in a vacancy or new position for a period of sixty (60) consecutive working days, then the employee shall be considered qualified and allocated to said position, if the position continues to exist; otherwise the employee shall return to his or her former position. All bargaining unit employees who are filling new positions or vacancies shall have the right to revert back to their original classification within thirty (30) calendar days after filling a new or vacant position. Classification transfers shall be deemed temporary until the thirty (30) calendar day period has elapsed. Requests to return to their original classification must be made in writing to the Superintendent.

Section 3.4

Layoffs shall take effect as follows:

- A. Probationary employees
- B. Part-time employees
- C. The employees, within job categories with the least seniority first, etc. The job categories are: custodians head custodians, maintenance, cook managers, food service worker, and food service worker/cashier.
- D. In the event that the Board decides to reduce its staff for business reasons, the employee to be laid off will be determined by the needs of the school system as determined by the administration. Any employee who is laid off is entitled to bump any employee with less classification seniority in an equal job classification or who has less seniority in a lower job classification, provided that the employee is qualified to perform the required work and, provided further, that an employee who bumps an employee in a lower classification shall be paid at his or her own previous rate or the lower classification, whichever is lower.

Section 3.5

Full-time employees as defined in Section 4.1 of this Agreement, who are laid off shall have recall rights within their job category. The laid off employee with the most seniority shall be rehired first for a period of one year beginning with the effective date of the layoff and no employees shall be hired by the Board in a job category until all laid off employees in the job category have been given the opportunity to return to work. If any employee with recall rights rejects any appointment offered or does not respond in writing within ten (10) calendar days, the employee's name shall be removed from the recall list and said employee shall forfeit all recall rights. The Board of Education or its designee shall notify a laid off employee of any available job appointment sent to the employee's last known address by registered mail.

ARTICLE IV
HOURS OF WORK, OVERTIME & HOLIDAY PREMIUM PAY

Section 4.1

- A. The regular hours of employment for full-time custodial/ maintenance personnel (excluding head custodians) shall be forty (40) hours per week, divided equally over five (5) working days of eight (8) continuous hours each, Monday through Friday. Head custodians shall work a forty (40) hour week which includes building checks on Saturdays, Sundays and holidays. For buildings that are required to be inspected on Saturdays, Sundays and/or holidays, the following time will be allotted:

Crystal Lake School	1-1/4 (one and one quarter) hours
Center School	1-1/2 (one and one half) hours
Windermere	1-1/2 (one and one half) hours
Ellington Middle School	1-1/2 (one and one half) hours
Ellington High School	2 (two) hours

If time spent in building inspections is beyond the forty hour work week, then the employee will be compensated at the rate of time and one half. Employees performing building checks are required to complete building checklists as part of the assignment.

The regular hours of employment for full-time food service personnel shall be six (6) continuous hours each day school is in session.

B. Hours of employment for custodial/maintenance personnel will be for eight and one-half (8½) continuous hours between the following hours:

1. First Shift - 6:00 a.m. to 4:00 p.m. with one-half hour lunch.
2. Second Shift - 2:00 p.m. to 12:00 a.m. with one-half hour lunch.
3. Split Shift - 6:00 a.m. to 12:00 a.m. with one-half hour lunch.
4. Third Shift - 10:00 p.m. to 8:00 a.m. with one-half hour lunch.

If a majority of the employee's work hours are spent on a second or third shift, the employee will be paid differential for the entire work period in that day.

Hours of employment for food service employees will be between 6:00 a.m. and 3:00 p.m.

C. Hours of employment for each school's food service staff will be established by the Superintendent or his/her designee prior to August 15 or by July 1 for custodial/ maintenance personnel.

D. Permanent shift changes to 4.1 B after July 1 for custodial/ maintenance employees, or August 15 for food service employees, may be made with at least thirty (30) calendar days' notice to the employee and the Union. Temporary changes may be made by mutual agreement between the Superintendent or his/her designee and the employee. Any permanent shift changes shall be negotiated with the Union.

Section 4.2

A. Time and one-half shall be paid for all hours worked over eight (8) hours per day or forty (40) hours per week.

B. Time and one-half shall be paid for all work performed on Saturday and/or Sunday which exceeds 40 hours worked in the previous week. In calculating hours worked in the previous week, sick days shall not be counted towards hours worked. Other discretionary days (including, not limited to vacation and personal days) shall be counted toward hours worked.

C. Time and one-half shall be paid for all cafeteria work performed outside the individual regular work schedule which is funded by outside organizations.

Section 4.3

Double time shall be paid for all work performed on holidays.

Section 4.4

- A. A record of overtime shall be posted on the department bulletin board monthly. A record of special activity assignments shall be posted for all custodial personnel. All special activity assignments must have the prior approval of the Superintendent or his/her designee.
- B. Full-time employees shall be given preference for all overtime and special activities.
- C. Overtime and special activity shall be divided equally within the same job classification and building assignment. Normal maintenance overtime and special activities will be shared equally.
- D. Night shift employees shall be given an opportunity to equalize their share of overtime and special activity time when school is not in session and/or when it does not interfere with their regular work schedule.
- E. Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work.
- F. The need to inspect all school buildings under the jurisdiction of the Board of Education is a seven (7) day responsibility. Under normal conditions, the satisfactory inspection of buildings can be accomplished in one and one quarter hours each day on Saturday and Sunday. If time spent in building inspections is beyond a forty (40) hour work week, then the employee will be compensated at the rate of time and one-half.
- G. At times, situations arise which are caused neither by the policies of the Board, nor by the regulations of its administrative representatives. For example, the need to display the United States flag on Veterans' Day because of governmental order or proclamation or the response to a fire or burglar alarm. Such situations may require an employee to return to his/her school for a limited period of time. Compensation for such time will be given in the same manner as in building inspections under Section 4.4 F above.

Section 4.5

When a custodial/maintenance employee is called in for work outside his/her regularly scheduled working hours, he/she shall be paid a minimum of three (3) hours at time and one-half his/her regular hourly rate. Employees called in on a

holiday shall be paid a minimum of four (4) hours at double their regular hourly rate.

Section 4.6

Shift preference will be granted employees on the basis of seniority as openings occur, if such employees are qualified for the available work.

Section 4.7

All full time bargaining unit work will be done by full-time bargaining unit employees, except as noted in 4.8, C.2.

Section 4.8

- A. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board shall have sole and unquestioned rights, responsibilities and prerogatives of management.
- B. In the administration of all matters covered by the Agreement, employees are governed by the provisions of any existing or future laws and regulations including policies adopted by the Board and any other Board regulation which may be applicable. The Agreement shall at all times be applied subject to such laws, regulations and policies.
- C. Among those rights specifically vested in the Board are:
 - 1. The right to hire, promote, transfer, assign, and retain employees in positions within the school district, and to suspend, demote, discharge, or take other disciplinary action against employees.
 - 2. To determine the methods, means and personnel by which school district operations are to be conducted.
 - 3. To take whatever action may be necessary to carry out its full legal/statutory responsibilities.
- D. These rights and duties of the Board are set forth as specific examples and in no way are intended to limit the overall discretion of the Board.

ARTICLE V
HOLIDAYS

Section 5.1

- A. The following fourteen (14) holidays shall be observed as days off, with full pay, for all full-time custodial/maintenance employees:

New Year's Day	Martin Luther King Day	Presidents' Day
Good Friday	Memorial Day	Fourth of July (2)
Labor Day	Columbus Day	Thanksgiving Day (2)
Christmas Day (2)	Floating Holiday*	

*To be scheduled by mutual agreement between the employee and his/her supervisor. Said day shall not be unreasonably denied.

Cafeteria workers shall receive eight (8) days of holiday pay as follows:

New Year's Day	Presidents' Day	Good Friday
Memorial Day	Labor Day	Thanksgiving Day (2)
Christmas		

Effective July 1, 2017 and thereafter, food service employees will additionally receive Martin Luther King Day as a paid holiday.

Section 5.2

- A. Holidays falling on a Saturday shall be celebrated on the preceding day if school is not in session. If school is in session, the employee shall receive an additional day off on the next non-school day.
- B. Holidays falling on Sunday shall be celebrated on Monday, if school is not in session. If school is in session, the employee shall receive an additional day off on the next non-school day.

Section 5.3

When a holiday occurs during the employee's absence while on vacation or sick leave, said holiday shall not be charged against the employees earned vacation time or sick leave.

ARTICLE VI VACATIONS

Section 6.1

Full time custodial/maintenance employees will be entitled to vacations with pay at their regular base rate of pay on the following basis:

- A. Employees who have completed one (1) year of service but less than five (5) years of service shall be entitled to a vacation of two (2) weeks annually.
- B. Employees who have completed five (5) years of service shall be entitled to three (3) weeks annually.
- C. Employees who have completed ten (10) years of service shall be entitled to a vacation of four (4) weeks annually.
- D. Any new employee hired between July 1 and December 31 will be granted his/her vacation time as of July 1 of the following contract year.

Employees hired prior to July 1, 1975 and who have completed twenty (20) years of service shall be entitled to a vacation of five (5) weeks annually.

- E. Vacations requested while schools are in session may be granted at the discretion of the Superintendent or his/her designee. Requests for vacation time must be submitted by the employee in writing to the Superintendent or his/her designee at least three (3) weeks prior to the start of the requested vacation time in order to be considered. An open period for following year vacation requests will be from May 1 to June 1. If two or more employees submit requests during that period they will be considered on a seniority basis. Any requests submitted after June 1 will be considered on a first come first served basis. It is at the discretion of the Superintendent or her/her designee to allow two or more employees to take coinciding vacations.
- F. The employee's anniversary date will be used to determine the amount of vacation time earned for the following contract year.

Section 6.2

- A. Vacation pay for earned unused vacation shall be granted to the employee in the event he/she terminates his/her service with the Board. Normally, an employee will give the Board fourteen (14) days notice, prior to terminating his/her service with the Board.

- B. In the event of a death of an employee, earned vacation pay shall be paid to the beneficiary designated by the employee in writing and retained in his/her service folder. In the event said employee has failed to designate a beneficiary in writing prior to his death, the Board shall pay to the spouse of the employee, if any, and if said spouse is not alive, to the children of said deceased employee. In the event no designation in writing is made, and the employee has neither a spouse nor children, the pay shall be given to the estate of the deceased employee.

ARTICLE VII
LEAVE PROVISIONS

Section 7.1

- A. All full-time custodial/maintenance employees shall accumulate sick leave at the rate of one and one-quarter (1-1/4) day for each completed month of work to a maximum of fifteen (15) days per year
- B. 1. All cafeteria employees working twenty (20) to thirty (30) hours per week shall receive nine (9) sick days per year. All cafeteria employees working thirty-one (31) or more hours per week shall receive eleven (11) sick days per year. Full-time cafeteria employees shall be allowed to carry forward and accumulate unused sick leave to a maximum of forty-five (45) days.
2. Cafeteria employees ineligible for sick days above shall accrue and be able to utilize sick leave in accordance with state statute (Public Act 11-52).
- C. Unused sick leave in any one (1) year may be carried forward and accumulate to a maximum of two hundred (200) days for all custodial/maintenance employees.
- D. Sick days taken will be charged based on one-quarter (1/4) day increments "rounded up."
- E. Employees shall receive notification of their accrued sick leave annually.
- F. Employees who, at the beginning of the contract year, have accumulated the maximum number of sick days for their position will accrue one (1) day of sick leave for each day of sick leave used during that year up to the maximum number of days that they would otherwise have accrued for that contract year.

Section 7.2

- A. Sick days pay accumulated shall be paid to the employee upon retirement or death at the rate of twenty-five dollars (\$25) per day.
- B. Five (5) days of accumulated sick leave, per school year, may be used for a critical illness or severe injury in the immediate family (spouse, child, parent, sibling, parent of spouse, step-parent or grandparent of either or grandchild). The employee utilizing accumulated sick leave for family illness shall be required to use his/her personal day before accumulated sick time.

Section 7.3

In the event of the death of an employee, his/her accumulated sick leave pay shall be paid to the beneficiary designated by said employee in writing and retained in his service folder. In the event said employee has failed to designate a beneficiary in writing prior to his/her death, the Board shall pay said pay to the spouse of the employee, if any, and if said spouse is not alive, to the children of the said employee. In the event no designation in writing is made, and the employee has neither a spouse nor children, the pay shall be given to the estate of the deceased employee.

Section 7.4

Employees shall be granted special leave of absence with full pay for the following reasons:

- A. For jury duty and for court appearance provided that reimbursement for same and regular pay together does not exceed employees regular wage.
- B. Military leave, not to exceed two weeks, shall be granted to regular employees when required to serve a period on active reserve or National Guard Duty. During this period, the employee shall be paid the difference, if any, between his/her regular and military salary. Copies of active duty shall be provided to the Superintendent of Schools.
- C. All employees shall be entitled to three (3) funeral days per occurrence of death in the employee's family. Immediate family shall be defined as the employee's spouse, parent child, sibling, grandparent step-parent or spouse's parents, grandparent, step-parent or grandchild.
- D. Any employee who incurs a work related injury or illness shall receive his/her full pay for a period not to exceed five (5) months offset by any Worker's Compensation award.
- E. Full-time employees shall be entitled to two (2) personal days a year.

- F. Full-time employees shall be entitled to one (1) legal day a year, if document proof is provided which demonstrates a legal obligation that can not be scheduled during non-work hours.
- G. Disability due to pregnancy will be treated in accordance with state and federal law. This provision shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 7.5

Cafeteria employees shall be allowed to use up to two (2) sick days per year, for days when school is cancelled due to weather.

ARTICLE VIII
WAGES

Section 8.1

Wage rates shall increase according to the following General Wage Increases for Cafeteria employees:

Effective July 1, 2012	0.00%	Effective July 1, 2015	2.40%
Effective July 1, 2013	1.95%	Effective July 1, 2016	2.40%
Effective July 1, 2014	2.40%	Effective July 1, 2017	2.50%

Custodial Employees shall be paid in accordance with the schedule attached hereto.

No employee may exceed the maximum rate when receiving a step increment.

The wage scales set forth in this Agreement and its appendices shall be effective retroactive to July 1, 2012, and shall remain in full force and effect until June 30, 2018.

Section 8.2

Wage scales covering members of the bargaining unit are subject to negotiations and where reduced to writing, shall be made a part of this Agreement.

Job descriptions will be provided to the Union.

Section 8.3

The rate of pay of employees attached hereto as Appendix "A" shall be part of this Agreement.

Section 8.4

- A. Employees while working on second or third shift shall receive a shift differential of \$1.46 per hour. The shift differential shall increase by the negotiated GWI each year of the Agreement. (July 1, 2013, \$1.49 per hour; July 1, 2014, \$1.53 per hour; July 1, 2015, \$1.57 per hour; July 1, 2016, \$1.61 per hour; and July 1, 2017, \$1.65 per hour)
- B. For any temporary change in work assignment, an employee shall be paid in the same fashion as he/she ordinarily had been paid and any shift differential will depend upon the change in work assignment.
- C. Any maintenance employee who holds a current valid state journeyman or higher license shall be increased by five dollars (\$5.00) per hour. Effective July 1, 2013, this rate shall increase by \$.25 for a total of five dollars and twenty-five cents (\$5.25) per hour. Effective July 1, 2015, this rate shall increase by an additional \$.25 for a total of five dollars and fifty cents (\$5.50) per hour.
- D. Any maintenance employee designated as foreman shall receive an additional two dollars (\$2.00) per hour added to their base rate for the additional responsibilities. Effective July 1, 2013, this foreman rate shall increase by \$.25 each July 1 of the contract.
- E. A custodian assigned to night crew supervision (September-June) and as a supervisor during vacations of the Head Custodian will receive a yearly stipend of \$500.00. Each individual assigned to these duties shall be entitled to \$500.00, however, if two or more individuals split the duties at a particular school, the \$500.00 for that school shall be divided proportionately. Effective July 1, 2014 this stipend will be increased by fifty dollars (\$50) to a total of five hundred fifty dollars (\$550.00).

Section 8.5

Newly hired custodial and maintenance employees will start on the minimum rate of the applicable salary schedule and then advance thereafter per agreement.

New custodial and maintenance employees hired prior to January 1 will advance per agreement. The Superintendent may move a new employee hired after January 1.

Newly hired Food Service employees will start at the new employee rate (Appendix A). Any new employee hired between January 1 and June 30 may receive increases at the Superintendent's discretion.

If an employee moves from one classification to another, he/she will receive a seventy-five cent (75 cents) per hour increase or decrease for each movement up or down in the applicable classification. Classifications are as follows:

- | | |
|--------------------|---------------------------------|
| 6 - Head Custodian | 3 - Cook Manager |
| 5 - Maintenance | 2 - Food Service Worker/Cashier |
| 4 - Custodian | 1 - Food Service Worker |

Section 8.6

The Union shall be informed in writing of all wage increases within the bargaining unit.

Section 8.7

Head custodians and cook managers will receive stipends of one hundred and fifty dollars (\$150) and one hundred dollars (\$100) respectively for personnel they are required to evaluate. Maintenance Foremen will receive a stipend of one hundred fifty dollars (\$150) for personnel they are required to evaluate. The Superintendent will provide a list of employees to be evaluated by March 1. No other evaluations may be prepared unless authorized in advance by the Superintendent. Payment will be made following the acceptance of an approved and appropriate evaluation as required.

ARTICLE IX

RESIGNATIONS AND TERMINATIONS

Section 9.1

Resignations: To resign in good standing, an employee must give the Board at least fourteen (14) calendar days prior notice, unless the Superintendent, because of extenuating circumstances, agrees to permit a shorter period of notice.

Section 9.2

Failure to Report: An employee who fails to report to work and who fails to notify his/her immediate supervisor of the reason for his/her absence prior to his/her shift unless medically unable may be terminated by the Superintendent. Terminated employees will be denied the benefits of the contract that are payable to an employee who resigns or retires in good standing.

listed for informational purposes only

- B. Rider (Options 1 and 2) Prescription drugs (managed three-tier formulary) – [includes oral contraceptives]

Co-pays:

- \$10 generic
- \$20 brand name
- \$35 non-formulary brand name
- 2.0 co-pay mail order for up to 90 day supply

Effective July 1, 2014:

- \$10 generic
- \$25 brand name
- \$40 non-formulary brand name
- 2.0 co-pay mail order for up to 90 day supply

- C. Flex Dental Plan (Options 1 and 2)

- \$1,500 calendar year maximum
- Orthodontics payable at 50%, \$2,000 lifetime maximum (children only to age 19)

- D. Premium Cost Share

1. The Board will pay for the above benefits at:

Option 1

2012-13 - 86.0%
2013-14 - 85.5%
2014-14 - 85.0%
2015-16 - 84.5%
2016-17 - 84.0%
2017-18 - 83.5%

Option 2

2012-18 - As determined by Board

to all employees who work 30 or more hours per week and their dependents.

2. The Board agrees to fund single coverage, at the stated contribution rates, for employees hired prior to July 1, 2013, who work less than 12 months per year, at least twenty (20) hours, but less than thirty (30) hours per week. Such employees hired after July 1, 2013 shall not be

eligible for Board contribution towards health or dental coverage, but shall be allowed to purchase single and dependent coverage by paying the entire premiums therefore through payroll deductions.

Any employee working at least twenty (20) hours, but less than thirty (30) hours per week, who is eligible for the Board contribution to single coverage above, shall be eligible for dependent coverage by paying the difference between the single coverage contribution rate and the dependent coverage premium.

- E. Should the Board determine that a new carrier or plan will provide the members of the bargaining unit with a comparable or better plan than the existing insurance plan, the Board is free to change carriers or plans. If the Union determines that said plan is not comparable or better, than the Union can challenge the change of carriers through the grievance process, where the arbitrators will make the final decision of comparable or better.
- F. Life insurance equal to the nearest 1,000th of each employee's salary

Section 10.1.2

Insurance contribution payments must be made through payroll deductions in the month preceding coverage. Ten (10) month employees will have contributions deducted in June for July, August and September premiums.

Section 10.1.3

Any employee who retires before the age of sixty-five (65) may remain in the group insurance plan until he/she reaches the age of sixty-five (65) by submitting the monthly premium to payroll.

Section 10.2 – Pension

The present pension plan (CT. State MERF-B) with any improvements is made part of this Agreement. Upon retirement from the Board, after five (5) years of custodial/maintenance service, one hundred dollars (\$100) will be paid for each year of service. All cafeteria employees working twenty (20) or more hours per week must participate in this plan and upon their retirement from the Board, after five (5) years of service, one hundred dollars (\$100) will be paid for each year of service. This is to be paid on January 1 following retirement providing:

- A. Notification of intent to retire should be given to the Superintendent no later than December 1 of the retirement year. When notification is made on or

before this date, the retiree will be paid earned vacation time in the first payroll of the new fiscal year.

In the event notification is not made on or before December 1, the Superintendent will have the option of granting vacation time or paying vacation pay on January 1 following retirement.

- B. Upon retirement from the Board after five (5) years of consecutive service within the Ellington School System in any capacity.
- C. Retirement benefits from the Board shall be granted to those eligible employees upon verification that an employee fulfills the requirements of the Municipal Employees Retirement Plan of the State of Connecticut and has filed for retirement benefits under this plan.

Section 10.3

A mileage allowance consistent with the current IRS rate per mile shall be paid to employees who are required to use their personal vehicles for work related duties excluding mileage to and from work.

ARTICLE XI GRIEVANCE PROCEDURE

Section 11.1 DEFINITIONS

A grievance shall be a complaint by an employee or the Union concerning any provision of this Agreement.

A. The number of days set forth in the processing of grievances shall be the maximum. All time limits may be extended by mutual agreement of the parties.

B. If an employee does not file a grievance in writing within twenty (20) days after he/she knew or should have known of the act or condition upon which the grievance is based, then the grievance shall be considered to have been waived.

C. Failure to appeal a grievance to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at that level.

All grievances must be submitted in writing, stating the specific problem, the provision violated, and the action desired. If either party believes that discussion might contribute to the resolution of the grievance, a meeting may be arranged by mutual consent and will take precedence over the time limits listed in the following section.

Section 11.2

If the employee or the Union believes there has been a violation of a specific term of this contract, the employee will first discuss this matter with his/her immediate supervisor. If the matter is not resolved within three (3) working days, the employee will then discuss the matter with the Director of Business Services. If the matter is not resolved through informal discussion within three (3) working days, the employee may file a formal grievance through the procedures established in Section 11.3.

Section 11.3 PROCEDURES

The following procedure shall be observed in processing any grievance:

Step 1. The aggrieved employee shall, within twenty (20) days of the onset of the grievance, present in writing a statement of the grievance to his/her immediate supervisor/Director of Business Services who, within five (5) working days following receipt of the grievance, will render a decision in writing.

Step 2. If the aggrieved employee is not satisfied, the employee may submit the grievance in writing to the Superintendent with a copy to the immediate supervisor/Director of Business Services within five (5) working days of receipt of the Step 1 decision. Within five (5) working days of submission of the Step 2 grievance, a written decision will be rendered by the Superintendent to the aggrieved employee.

Officers and/or Stewards of the Union shall be designated by the Union for the purpose of adjusting grievances and shall be afforded the necessary amount of time without loss of pay to meet with the arbitrator(s), the Board, the Superintendent or his/her designee. No more than a maximum of one (1) Union official will be designated to attend meetings for adjusting grievances.

Step 3. If the aggrieved employee is not satisfied with the decision of the Superintendent, the employee can then petition the Board for action on the grievance within twenty (20) days from the date the employee receives the written decision from the Superintendent. The Board, or a committee of the Board, will render a final decision within fifteen (15) working days after receipt of the grievance.

Step 4. If the Union is not satisfied with the Board's reply, the Union may, within thirty (30) working days of the reply, submit the grievance in writing to arbitration by the State Board of Mediation and Arbitration. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not modify the terms of the agreement.

ARTICLE XII
SAVINGS CLAUSE

Section 12.1

Should any article, section or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE XIII
PAST PRACTICE

Section 13.1

All benefits which employees received from the Board in the past which are not specifically granted in this Agreement shall cease at the time this Agreement becomes effective.

ARTICLE XIV
UNIFORMS

Section 14.1

The Board shall provide each custodial and maintenance employee with five (5) uniforms of the Board's choosing. After the initial issuance of uniforms, the Board will provide four (4) new uniforms per year to custodial/maintenance employees. All custodial/maintenance employees will be issued new uniforms on September 1st of each year and are required to wear uniforms while working. It is the responsibility of the employee to maintain reasonable care and appearance of uniforms so issued. Upon termination or resignation of an employee, he/she shall return the Board insignia from each uniform patch or insignia bearing the Board patch or insignia issued during the duration of their employment prior to receiving their final paycheck. Written documentation of issuances and returns will be kept in the business office. An employee may also return insignias on expired clothing at any time during their employment.

ARTICLE XV
DURATION

Section 15.1

This agreement shall be effective as of the first day of July, 2012 and shall remain in full force and effect until the 30th day of June, 2018. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other in

writing 150 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than 120 days prior to the expiration date; this Agreement shall remain in full force and be effective during the period of negotiations, and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired date set forth in the preceding paragraph.

The parties agree that should they be unable to negotiate a new contract by July 1, 2018, the contract will continue in effect; provided however, the wage rates in effect as of June 30, 2018 will continue in effect until a successor contract becomes effective. All wages will be retroactive to July 1, 2012.

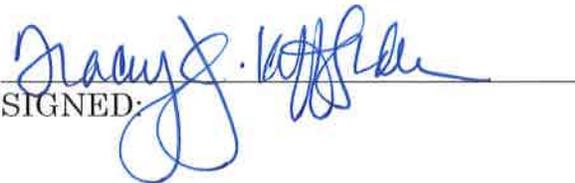
IN WITNESS WHEREOF, the parties hereto have set their hands this 11th day of April, 2013.

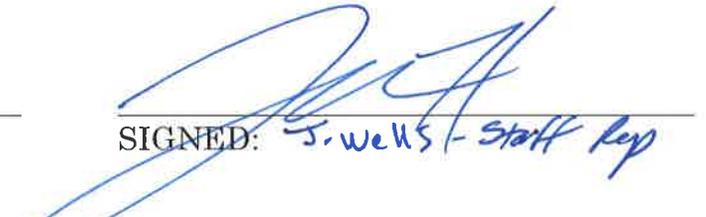
**ELLINGTON BOARD
OF EDUCATION**

**LOCAL 1303-242 OF COUNCIL 4
COUNCIL 4, AFSCME, AFL-CIO**


SIGNED: DANIEL C. FERGUSON


SIGNED:


SIGNED:


SIGNED: J. Wells - Staff Rep
SIGNED:

APPENDIX A

FOOD SERVICE WAGES

Wage rates shall increase according to the following General Wage Increases for Cafeteria employees:

Effective July 1, 2012	0.00%
Effective July 1, 2013	1.95%
Effective July 1, 2014	2.40%
Effective July 1, 2015	2.40%
Effective July 1, 2016	2.40%
Effective July 1, 2017	2.50%

A lead cook manager assigned to handle warehousing, distribution, and supervision in the food service supervisor's absence will be paid a yearly stipend of \$1,000. The stipend will be divided proportionately if more than one person fills the position throughout the year.

Employee	Class	12-13	13-14	14-15	15-16	16-17	17-18
Anselmo	FSW/Cashier	13.16	13.42	13.74	14.07	14.41	14.77
Batsie	FSW/Cashier	13.91	14.18	14.52	14.87	15.23	15.61
Bean	FSW/Cashier	12.76	13.01	13.32	13.64	13.97	14.32
Chamberlin	FSW/Cashier	12.76	13.01	13.32	13.64	13.97	14.32
DeBarge	Cook Manager	15.96	16.27	16.66	17.06	17.47	17.91
Dinse	Cook Manager	14.85	15.14	15.50	15.87	16.25	16.66
Gottier	FSW	15.09	15.38	15.75	16.13	16.52	16.93
Green-Fraser	FSW/Cashier	12.76	13.01	13.32	13.64	13.97	14.32
Hamm	FSW/Cashier	14.12	14.40	14.75	15.10	15.46	15.85
Holmes	FSW/Cashier	13.16	13.42	13.74	14.07	14.41	14.77
Lemieux	Cook Manager	15.96	16.27	16.66	17.06	17.47	17.91
Lowther	FSW/Cashier	14.12	14.40	14.75	15.10	15.46	15.85
Paquette	FSW/Cashier	13.16	13.42	13.74	14.07	14.41	14.77
Powers	Cook Manager	14.41	14.69	15.04	15.40	15.77	16.16
Prouty	FSW/Cashier	12.76	13.01	13.32	13.64	13.97	14.32
Rose	FSW/Cashier	12.76	13.01	13.32	13.64	13.97	14.32
Trotter	Cook Manager	15.88	16.19	16.58	16.98	17.39	17.82
Tubbs	FSW/Cashier	13.16	13.42	13.74	14.07	14.41	14.77
Turney	FSW/Cashier	12.76	13.01	13.32	13.64	13.97	14.32
Williams	FSW/Cashier	13.16	13.42	13.74	14.07	14.41	14.77
New	Employee						
	Cook Manager	14.41	14.69	15.04	15.40	15.77	16.16
	FSW/Cashier	12.76	13.01	13.32	13.64	13.97	14.32
	FSW	11.52	11.74	12.02	12.31	12.61	12.93

APPENDIX B

CUSTODIAN/MAINTENANCE WAGE RATES

Wages/steps for Custodial and Maintenance employees shall be in accordance with the attached schedule.

Effective July 1, 2017, any employee not at top step shall advance one step annually.

New custodial and maintenance hires will, during the life of this Agreement, be initially placed at the appropriate step by the Superintendent and shall advance on step as per the approved schedule along with other employees on that step.

APPENDIX B (Continued)

CUSTODIAN/MAINTENANCE WAGE RATES

	2012-13 (Wage Freeze)				
1.95% GWI*	2013-14				
	Step 1	Step 2	Step 3	Step 4	Step 5
Custodians	\$14.11	\$15.20	\$16.29	\$17.38	\$18.00
Head Custodians	\$19.40	\$20.77	\$22.13	\$23.50	\$24.35
Maintenance	\$16.66	\$17.67	\$18.68	\$19.69	\$20.35
2.4% GWI*	2014-15				
	Step 1	Step 2	Step 3	Step 4	Step 5
Custodians	\$14.91	\$16.03	\$17.14	\$17.98	\$18.43
Head Custodians	\$20.38	\$21.78	\$23.17	\$24.32	\$24.93
Maintenance	\$17.42	\$18.45	\$19.40	\$20.33	\$20.84
2.4% GWI*	2015-16				
	Step 1	Step 2	Step 3	Step 4	Step 5
Custodians	\$15.73	\$16.88	\$17.96	\$18.41	\$18.87
Head Custodians	\$21.38	\$22.81	\$24.30	\$24.91	\$25.53
Maintenance	\$18.61	\$19.81	\$20.31	\$20.82	\$21.34
2.4% GWI*	2016-17				
	Step 1	Step 2	Step 3	Step 4	Step 5
Custodians	\$16.57	\$17.94	\$18.39	\$18.85	\$19.32
Head Custodians	\$22.41	\$24.27	\$24.88	\$25.50	\$26.14
Maintenance	\$19.80	\$20.29	\$20.80	\$21.32	\$21.85
2.5% GWI*	2017-18				
	Step 1	Step 2	Step 3	Step 4	Step 5
Custodians	\$17.94	\$18.39	\$18.85	\$19.32	\$19.80
Head Custodians	\$24.27	\$24.88	\$25.50	\$26.14	\$26.79
Maintenance	\$20.30	\$20.80	\$21.32	\$21.85	\$22.40

* General wage increase plus additional adjustments to fully implement the above step program over the life of the contract for employees hired at the time of signing this Agreement as per the following schedule. Any current employee(s) that may not be listed on the attached wage/step grid in the Custodial or Maintenance positions shall receive the same applicable wage/step as the other employees in the attachment.

APPENDIX C

Ellington Custodian/Maintenance Salary Placement 2012-18

EMPLOYEE NAME	2012-13 Hourly Rate	2013-14 Step	2013-14 Hourly Rate	2014-15 Step	2014-15 Hourly Rate	2015-16 Step	2015-16 Hourly Rate	2016-17 Step	2016-17 Hourly Rate	2017-18 Step	2017-18 Hourly Rate
MAINTENANCE											
Selley, Robert	\$19.96	5	\$20.35	5	\$20.84	5	\$21.34	5	\$21.85	5	\$22.40
Pigeon, Edward	\$16.21	2	\$17.67	2	\$18.45	2	\$19.81	2	\$20.29	3	\$21.32
Condel, Michael	\$15.99	1	\$16.66	1	\$17.42	1	\$18.61	1	\$19.80	2	\$20.80
Szarek, Lenny	\$15.99	1	\$16.66	1	\$17.42	1	\$18.61	1	\$19.80	2	\$20.80
HEAD CUSTODIAN											
Bifolck, Vincent	\$24.25	RL*	\$24.49	5	\$24.93	5	\$25.53	5	\$26.14	5	\$26.79
Arvais, Keith	\$23.88	5	\$24.35	5	\$24.93	5	\$25.53	5	\$26.14	5	\$26.79
Schiavetti, Jeff	\$18.53	1	\$19.40	1	\$20.38	1	\$21.38	1	\$22.41	1	\$24.27
Maupin, Charles	\$18.53	1	\$19.40	1	\$20.38	1	\$21.38	1	\$22.41	1	\$24.27
Ducharme, Neil (to Head Custodian 1-2013)	\$18.53	1	\$19.40	1	\$20.38	1	\$21.38	1	\$22.41	1	\$24.27
CUSTODIAN											
Perkins, Sharon	\$18.80	RL*	\$18.99	RL*	\$19.18	RL*	\$19.37	RL*	\$19.56	5	\$19.80
Petersen, Troy	\$18.80	RL*	\$18.99	RL*	\$19.18	RL*	\$19.37	RL*	\$19.56	5	\$19.80
Jean, Peter	\$18.80	RL*	\$18.99	RL*	\$19.18	RL*	\$19.37	RL*	\$19.56	5	\$19.80
Simmons, Peter	\$18.80	RL*	\$18.99	RL*	\$19.18	RL*	\$19.37	RL*	\$19.56	5	\$19.80
Healey, Donald	\$18.68	RL*	\$18.87	RL*	\$19.06	RL*	\$19.25	RL*	\$19.44	5	\$19.80
Tosado, Victor	\$17.03	5	\$18.00	5	\$18.43	5	\$18.87	5	\$19.32	5	\$19.80
Dumas, George	\$14.87	3	\$16.29	3	\$17.14	3	\$17.96	4	\$18.85	5	\$19.80
Anniello, Stephen	\$14.87	3	\$16.29	3	\$17.14	3	\$17.96	4	\$18.85	5	\$19.80
Bolstridge, Walter	\$14.24	2	\$15.20	2	\$16.03	2	\$16.88	2	\$17.94	3	\$18.85
Turney, James	\$13.60	1	\$14.11	1	\$14.91	1	\$15.73	1	\$16.57	1	\$17.94
Clark, Leverett	\$13.39	1	\$14.11	1	\$14.91	1	\$15.73	1	\$16.57	1	\$17.94
Ducharme, Neil (to Head Custodian 1-2013)											
Wilson, Dale	\$13.21	1	\$14.11	1	\$14.91	1	\$15.73	1	\$16.57	1	\$17.94
Sherman, Jack	\$13.21	1	\$14.11	1	\$14.91	1	\$15.73	1	\$16.57	1	\$17.94
Brand, Ingrid	\$13.21	1	\$14.11	1	\$14.91	1	\$15.73	1	\$16.57	1	\$17.94
Pariseau, Chris	\$13.21	1	\$14.11	1	\$14.91	1	\$15.73	1	\$16.57	1	\$17.94

* Redline (RL) 1.0% increase for those individuals already above the max step in year 2011-12, who would receive a 1% increase each year until the schedule equals or exceeds their rate.