

COLLECTIVE BARGAINING AGREEMENT

between

PLAINVILLE BOARD OF EDUCATION

and

**LOCAL 1303 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
(CUSTODIANS)**

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Carolea Skutty
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TABLE OF CONTENTS

	<u>PAGE</u>
Article I – Recognition	1
Article II - Management Rights.....	1
Article III - Grievance Procedure.....	2
Article IV - Hours of Work, Overtime & Holiday Premium Pay	4
Article V – Wages.....	6
Article VI - Holidays	6
Article VII - Vacations	7
Article VIII - Leave Provisions	8
Article IX – Seniority	10
Article X - Safety & Health.....	12
Article XI - Military Leave.....	13
Article XII - Prior Practice	13
Article XIII - Insurance and Pension.....	14
Article XIV - Union Security	16
Article XV - No Strike or Lockout.....	16
Article XVI - Disciplinary Procedure	17
Article XVII - Savings Clause.....	17
Article XVIII - Application of Contract.....	18
Article XIX – Duration.....	18
Signature Block.....	19
APPENDIX A – Wage Schedule	20
APPENDIX B – Shift Schedule	21
APPENDIX C – Medical Insurance Summary	22

THIS AGREEMENT entered into by and between the BOARD OF EDUCATION OF THE TOWN OF PLAINVILLE, hereinafter referred to as the Board, and LOCAL 1303-023 OF COUNCIL 4 of the AMERICAN FEDERATION OF STATE, COUNTY and MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I
RECOGNITION

Section 1.0

The Board recognizes the Union as the sole and exclusive bargaining agent of its Custodian and Maintenance employees for bargaining purposes on matters of wages, hours of employment and other conditions of employment.

ARTICLE II
MANAGEMENT RIGHTS

Section 2.0

It is recognized that the Board retains and will continue to retain, whether exercised or not, the rights, responsibilities and prerogatives necessary to direct the operation of the Plainville Public Schools in all its aspects including, but not limited to the acquisition, control and regulation of all property, the employment and supervision of all employees and the organization and administration of the Plainville Public Schools.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

The term "Superintendent of Schools", as used in this agreement, shall mean the Superintendent or his/her designee. The term "Board of Education" or the "Board", as used in this agreement, shall mean the Board or its designee.

ARTICLE III
GRIEVANCE PROCEDURE

Section 3.0 - Purpose

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to problems which may arise under the specific provisions of this agreement.

- B. Nothing contained herein shall be construed as eliminating the right of any member of the unit to discuss informally a concern or problem with any appropriate member of the school administration.

Section 3.1 - Definitions

- A. A "grievance" shall be defined as a complaint by an employee or group of employees that there has been a violation, misinterpretation, or misapplication of a specific provision or provisions of this agreement.
- B. A "grievant" shall mean any employee or group of employees directly affected by an alleged violation, misinterpretation, or misapplication of a specific provision or provisions of this agreement.
- C. The term "days" shall be defined as days when Central Office is open.

Section 3.2 - Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated in each level shall be considered the maximum and every effort shall be made to expedite the process. The time limit specified may, however, be extended by mutual agreement between the Superintendent of Schools and the Union provided such agreement is in writing and is signed.

- A. Level One - Informal Procedure
Prior to filing a grievance, the grievant and/or the Union Steward may discuss the matter with his/her immediate administrator in an attempt to resolve informally the situation.
- B. Level Two - Immediate Administrator
Within twenty (20) days after the employee knew or should have known of the alleged grievance, the Union shall file a written complaint with the immediate administrator, setting forth the facts of the complaint, identifying the specific contract language which the grievant alleges to have been violated, misinterpreted, or misapplied and stating the remedy requested. Within five (5) days after receiving the written grievance, the administrator shall meet with the grievant and Union steward and attempt to resolve the grievance. Within five (5) days after such meeting, the administrator shall render his decision in writing to the steward and the grievant. If for any reason the administrator does not render his decision within five (5) days after the meeting, or if the decision is rendered and the Union wishes to appeal, the Union may appeal to Level 3.
- C. Level 3 - Superintendent of Schools
An appeal to the Superintendent of Schools must be made in writing within five (5) days after the immediate administrator renders his decision or, within five (5) days after the five day period set forth in Level Two for rendering a decision has expired. The written appeal must contain all the information specified in the complaint submitted to the immediate administrator. Within five (5) days after receiving the written grievance by the Superintendent, the Superintendent shall meet with the grievant and Union steward and a Council 4 representative in an effort to resolve the grievance. Within five (5) days of such meeting, the Superintendent shall render his decision in writing to the Union steward and to

the Council 4 representative. If for any reason the Superintendent does not render his decision within five (5) days after the meeting, or if a decision is rendered and the Union wishes to appeal, the grievant may appeal to Level 4.

D. Level Four - Board of Education

An appeal to the Board of Education must be made in writing within five (5) days after the Superintendent renders his decision, or within five (5) days after the five (5) day period set forth in Level 3 for rendering a decision has expired. The written appeal must repeat all information specified in the complaint submitted to the Superintendent. The Board of Education or a committee of the Board will hear the grievance within twenty (20) days after the submission of the grievance and shall issue a decision in writing to the Union steward and the Council 4 representative within ten (10) days from the date of the hearing.

E. Level Five - Arbitration

If the Union is not satisfied with disposition of the grievance at Level 4, it shall submit a claim for arbitration with the Connecticut State Board of Mediation and Arbitration within ten (10) days after receiving the Board's or its committee's response to the grievance or within ten (10) days after the ten (10) day period set forth in Level 4 for rendering a decision has expired. Such submission shall state the facts of the case, the provisions allegedly violated, and the remedy requested and shall simultaneously be filed with the Superintendent of Schools. Only the Union and not any individual employee may proceed to arbitration. In any arbitration proceeding, the arbitrator shall hear and decide only one grievance. The arbitrator shall be bound by the specific provisions of this agreement and shall have no power to add to, subtract from, or in any way modify the terms and provisions of this agreement. The decision of the arbitrator shall be final and binding on all parties and shall be the exclusive remedy for breach of this agreement, except the parties do not waive their legal right to appeal the arbitrator's award pertaining to such grievance as permitted by law.

Section 3.3 - Miscellaneous

- A. The Union and the Board shall have the right, at its own expense, to choose a representative whenever representation is desired.
- B. Forms for filing grievances shall contain all the required information.
- C. Cost of arbitration shall be borne equally by both parties.
- D. No more than two (2) employees, officers or stewards of the Union, shall be permitted time off with pay to attend contract negotiation sessions and grievance meetings and hearings scheduled by the employer during the employee's work day.

Section 3.4

The Superintendent and the Union Committee shall meet, at the request of either party, at a time mutually convenient for the purpose of discussing matters of mutual interest, preference of work, employee behavior, and working conditions, including health and safety issues, with the intent to avoid the necessity of individual recourse to the formal grievance procedure or recourse to disciplinary actions by the Superintendent and to generally promote a satisfactory relationship.

ARTICLE IV
HOURS OF WORK, OVERTIME & HOLIDAY PREMIUM PAY

Section 4.0

The work week and the hours of work shall be as follows:

- A. Day Custodians - Forty (40) hours per week divided equally over five (5) working days of eight (8) consecutive hours each day, Monday through Friday, as defined in Appendix B with one-half (1/2) hour unpaid lunch.
- B. Evening Custodians - Forty (40) hours per week divided equally over five (5) working days of eight (8) consecutive hours each Monday through Friday, as defined in Appendix B with one-half (1/2) hour unpaid lunch. Evening custodians are defined as those bargaining unit members who regularly work beyond 4:30 p.m. Said evening custodians shall be paid, in addition to their regular hourly rate, a \$1.00 differential. Evening custodians are not entitled to a differential when not working their evening shift.
- C. Maintenance Employees - Forty (40) hours per week divided equally over five (5) working days of eight (8) consecutive hours each day, Monday through Friday from 6:30 a.m. and 3:00 p.m. with one-half (1/2) hour for lunch. Maintenance employees may be required to work an alternate shift up to 6:30 p.m. as needed on a limited basis for special projects and/or emergencies. For the purposes of this provision "limited basis" shall not exceed two work weeks without mutual agreement between the Board and the Union". Maintenance employees who work this alternative shift shall receive the above differential for night shift work except when such work constitutes over time. This provision shall not interfere with the language set forth in section 4.0D below.
- D. Shifts During School Shutdowns - When schools are closed for the summer, the school vacation period, or because of a snow storm, all employees will work the schedule provided for in Section 4.0-C, except that evening custodians may report to work the next day at 9:00 a.m., after a snowstorm only, and work their full eight (8) hour shift from that time. The Board shall provide a shift modification notice by calling evening Custodians on snow days. Evening custodians shall not be entitled to any differential for working beyond 4:30 during this special shift.
- E. Change in Shifts - The administration may change starting and ending times of employee shifts by one hour upon one week's written notification to the affected employees. Said notification is not required in cases of emergencies. The administration may create new

shifts, subject to negotiations with the exclusive bargaining agent over the wage differential for such new shifts.

F. In order to be eligible to work on Saturday or Sunday, the employee must have worked on the preceding Friday. This sentence shall not apply to employees on an approved leave of absence. For purposes of this section, "approved leave of absence" shall be defined as vacation, personal or FMLA leave time, but shall exclude sick time. When on an approved leave of absence on a Friday, the employee shall have an affirmative obligation to notify management that he/she is available to work on the coming Saturday and/or Sunday.

Section 4.1

Time and one-half shall be paid for:

- A. All work performed in excess of eight (8) hours in any one work day or in excess of forty (40) hours in any one work week.
- B. All work performed on Saturday as such.

Section 4.2

Double time shall be paid for:

- A. All work performed on Sunday as such.
- B. All work performed on holidays listed in Article VI, 6.0, subject to the provisions of Article VI, 6.2, plus holiday pay.

Section 4.3

A schedule of overtime or special activity time shall be prepared and posted on the appropriate bulletin board. A record of overtime and special activity time worked shall be posted monthly on the appropriate bulletin board for Custodial and Maintenance employees and the Union will be given a record of all overtime hours and special activity time hours for each employee at the end of each fiscal year.

- A. Overtime work in the Maintenance Department shall be divided equally among the Maintenance Employees.
- B. Overtime and special activity time in any school shall be divided equally among the full time Custodians regularly assigned to that school. If there are none available, then Custodians in other schools will be given the first opportunity to share in the overtime and special activity time work. If there are no Custodians available then Maintenance employees will be given an opportunity first to share in such work.
- C. Evening Custodians shall be given an opportunity to equalize their share of overtime and special activities time when school is not in session or when it does not interfere with their regular work schedule.

- D. If an employee is scheduled for overtime or special activity time and does not avail himself of the opportunity to work, he/she will be charged with the scheduled overtime or special activity time as if he/she had worked.
- E. Overtime for the purpose of this Article shall include time required of the employee above and beyond eight (8) hours per day and forty (40) hours per week, which results from the need of the school system and is required and initiated by the school system.
- F. Special activity time, for the purpose of this Article, shall include time required of the employee which does not directly result from the need of the school system nor is it an activity which is required or initiated by the school system. Special activity time results from the need of groups and individuals who rent a particular school facility for their own purposes in accordance with policies established by the Board of Education.
- G. A record of each employee's overtime and special activities time shall be furnished to the Union monthly.

Section 4.4

When an employee is called in for work outside his/her regularly scheduled working hours he/she shall be paid a minimum of four (4) hours if the call-in is for purposes provided for in 4.3-E and for a minimum of three (3) hours if the call-in is for purposes provided for in 4.3-F, and the employee shall be paid at the rate of time and one-half his/her regular hourly rate if the call-in is on Monday through Saturday and double his/her regular hourly rate as provided for in 4.2-A and B if the call-in is on Sunday or a holiday.

Section 4.5

When a Custodial employee is unable to complete his/her regular work assignment during his/her regular hours of work because of a special activity taking place in his/her school building whether initiated by the school system, by groups, or by individuals who use a particular school facility, regardless of the day of the week or time of the day, the administration shall not discipline the employee for those tasks that could not be reasonably completed.

ARTICLE V WAGES

Section 5.0

Wage scales and classifications shall be negotiated and made a part of this Agreement (Appendix A). All bargaining unit members shall be paid by electronic deposit to a qualified financial institution of their choice.

Section 5.1

If an employee works in a classification higher than his/her own upon the written request of the Superintendent of Schools, he/she shall be placed at that step on the salary schedule for the higher classification that is next higher than the salary he/she presently receives.

Section 5.2 - Longevity Plan - Each year of the contract, longevity payments shall be as follows:

Starting with the 11th year of service and through the 15th year	\$275
Starting with the 16th year of service and through the 20th year	\$350
Starting with the 21st year of service	\$425

- A. This longevity pay will be payable on the first pay period each December.
- B. Employees who leave the Board's employment (except for termination for cause) shall receive a pro-rata longevity payment at the time of the resignation.
- C. In case of an employee's death, his estate shall receive a pro-rata longevity payment.
- D. The longevity benefit shall not apply to employees hired on or after July 1, 2015.

ARTICLE VI
HOLIDAYS

Section 6.0

There shall be thirteen (13) paid Holidays. They shall consist of:

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

In addition, custodians shall be entitled to three hours of holiday time on Christmas Eve as long as that day falls during the work week (Monday through Friday) and as long as the employee is working on that day.

Section 6.1

Full-time employees shall be paid for eight (8) hours per day at the employee's regular straight time pay for each holiday.

Section 6.2

- A. Holidays falling on a Saturday shall be celebrated on the preceding day, providing school is not in session. If school is in session each employee shall be entitled to a floating holiday. All requests for a floating holiday shall be communicated in writing to the Superintendent and/or his/her designee at least two (2) weeks before the day the employee wishes to take as a floating holiday. Floating holidays shall only be available in the fiscal year in which they are earned and shall not be carried over to the following fiscal year. Floating holidays shall be paid at straight time

- B. Holidays falling on a Sunday shall be celebrated on Monday, providing school is not in session. If school is in session, each employee shall be entitled to a floating holiday. All requests for a floating holiday shall be communicated in writing to the Superintendent and/or his/her designee at least two (2) weeks before the day the employee wishes to take as a floating holiday. Floating holidays shall only be available in the fiscal year in which they are earned and shall not be carried over to the following fiscal year. Floating holidays shall be paid at straight time.

- C. Holidays falling on a day when school is in session shall entitle each employee to a floating holiday. All requests for a floating holiday shall be communicated in writing to the Superintendent and/or his/her designee at least two (2) weeks before the day the employee wishes to take as a floating holiday. Floating holidays shall only be available in the fiscal year in which they are earned and shall not be carried over to the following fiscal year. Floating holidays shall be paid at straight time.

Section 6.3

An employee absent from work on a work day immediately prior to or after a holiday shall not be entitled to holiday pay unless such employee has the specific approval of the administration to be absent for a vacation day or a personal day. If an employee is sick on a day immediately prior to or after a holiday, the employee must call in to inform the administration of his illness and his whereabouts for that day.

ARTICLE VII
VACATIONS

Section 7.0

Employees shall be entitled to vacations with pay at the employees' current rate of pay as follows:

- A. The employee's anniversary date of hire shall be used to determine the amount of vacation time due the following fiscal year.

- B. Employees who have less than a year of service shall earn vacation time at the rate of one (1) day per month of service up to a maximum of ten (10) working days during the fiscal year in which the employee was hired.

- C. Employees who have completed one (1) year of service shall be entitled to a vacation with pay of two (2) weeks annually.
- D. Employees who have completed five (5) years of service shall be entitled to a vacation with pay of three (3) weeks annually.
- E. Employees who have completed ten (10) years of service shall be entitled to a vacation with pay of four (4) weeks annually.
- F. Employees who have completed twenty (20) years of service shall be entitled to a vacation with pay of five (5) weeks annually.
- G. Employees hired after July 1, 1996 who have completed twenty (20) years of service shall be entitled to one (1) additional day of vacation for every two (2) additional years of service within the bargaining unit, up to a maximum of twenty-five (25) days annually.

Section 7.1

The length and timing of vacations shall be subject to the approval of the Superintendent of Schools subject to the following conditions: No more than two weeks vacation may be taken during the months of July and August, unless approved by the Superintendent. No more than two weeks vacation may be taken in a row unless approved by the Superintendent. The employee shall submit his desired vacation schedule for June, July, August and September to the administration by March 15 for approval. The administration shall respond in thirty (30) days by posting the vacation schedule. For vacation time in other months, the employee shall give thirty (30) days and the administration shall respond within ten (10) days. Seniority prevails in choice of vacation in case of conflict. A conflict exists where more than one person requests to be on vacation for the same week and the Superintendent, not his designee, determines that this condition will result in a hardship to the school system.

Section 7.2

Pro-rata accumulated vacation pay shall be granted to an employee in the event he/she terminates his/her service with the Board.

Section 7.3

In the event of illness during an employee's vacation period, the employee shall be given an option of changing the sick days to his/her sick leave on written evidence of illness provided by a doctor.

Section 7.4

The Board shall grant advance vacation pay to any employee requesting such in writing, if such request is made at least two (2) weeks in advance of the beginning of the vacation. The vacation pay shall be received on the last working day prior to the beginning of the vacation.

ARTICLE VIII LEAVE PROVISIONS

Section 8.0

Each employee shall be entitled to fifteen (15) paid sick days per year starting July 1, 1987. Employees may accumulate unused sick days from year to year to a maximum of 150 days. Existing employees who have accumulated more than 150 sick days shall retain such accumulation. For instance, an employee who has accumulated 160 sick days as of July 1, 1987, who then uses twenty (20) sick days during the year (1987-88), may then begin to accumulate up to the 160 day level he had achieved before the effective date of this contract (June 30, 1987). In no event shall the employee accumulate beyond such grandfathered accumulation of 160 days.

Commencing July 1, 1987, each employee who does not use at least ten (10) of the fifteen (15) sick days to which he is entitled that year shall, upon request by the employee to the Board, receive five (5) days pay. The remaining unused sick days for that year, after the deduction for the five (5) paid days, shall be part of the employee's accumulated sick leave. For instance, an employee who is out sick for two (2) days in one fiscal year shall be paid five (5) days pay upon request and shall accumulate eight (8) sick days for that year (15 days minus 2 days minus 5 paid days equals 8 remaining days for accumulation).

Section 8.1

Sick leave may only be used for the following purpose:

- A. Personal illness, injury or exposure to contagious disease.
 - 1. An employee who leaves work early because of illness will be charged for one-half a day's absence if he misses less than one-half a day's work or a full day's absence if absent more than half a day, except if for absence due to Public Act 11-52 reasons in which case, use of sick time may be taken in one (1) hour increments. Sick leave may not be used for medical or dental appointments of a non-emergency nature, except as may be allowed under Public Act 11-52. Sick leave may also be taken by an employee who is the victim of family violence or sexual assault in accordance with the provisions of Public Act 11-52.
 - 2. In accordance with Public Act 11-52, bargaining unit members shall be allowed to utilize up to forty (40) hours of accrued sick leave per year to meet needs of the member's child's or spouse's physical or mental illness, injury or health condition, including medical diagnosis, care or treatment, or preventative care.

Section 8.2 - Retirement and Death Benefit

- A. An employee, upon retirement, shall receive, on the basis of his/her current wages, ninety percent (90%) compensation for his/her unused accumulated leave up to a maximum of one hundred twenty (120) days. Employees hired on or after July 1, 1987, shall receive such compensation up to a maximum of 75 days. Employees hired after July 1, 1996 shall receive such compensation up to a maximum of 75 days only after achieving fifteen (15) years of service within the bargaining unit. Effective July 1, 2014, employees hired after

July 1, 1996 shall receive such compensation up to a maximum of 60 days only after achieving fifteen (15) years of service within the bargaining unit. Employees hired after July 1, 2012 shall not be eligible for this benefit.

- B. In the event of an employee's death, his/her estate shall receive, on the basis of the employee's current wages, compensation on the same basis as provided for in Section 8.2A.
- C. For the purpose of this Article, the term "retirement" shall apply to an employee who has been employed full time by the Board for a minimum of fifteen (15) continuous years and has reached the age sixty (60).

Section 8.3

Additional leave with pay may be granted as warranted, by the Superintendent when applied for by the employee, in writing, to the Superintendent stating the reason for the additional special leave.

Section 8.4

In the event of a death in the immediate family of an employee, or the immediate family of his/her spouse, such employee will be paid time lost from scheduled work at his/her average straight-time hourly rate to prepare for and to attend the funeral. Such time is not to exceed three (3) consecutive days after the death and not to exceed eight (8) hours per day. Immediate family, for purposes of this section, is defined as parents, grandparents, spouse, brother, sister, child, grandchild, step-child, son-in-law, daughter-in-law and also any relation who is domiciled in the employee's household.

Section 8.5

Union officials shall be allowed to attend official Union conventions without loss of pay for the period required to attend the function, not to exceed one (1) week and not more than one official, in any one year.

Section 8.6

- A. Employees shall be allowed not more than three (3) days for personal leave. Such leave shall be allowed for matters beyond the control of the employee to conduct business that cannot be conducted other than during his/her work day. Except in case of emergency, the request for such personal days shall be made at least two (2) days prior to the date for which the leave is requested. This leave shall be in addition to other leaves authorized in this Article.
- B. Personal days shall be for not less than one-half (1/2) of a full working day.

Section 8.7

Employees shall be entitled to full pay at their base rate for absence due to jury duty. Such employee shall receive that portion of his regular pay which will, together with his jury duty pay, equal the employee's regular salary or wages, provided the employee shall notify the business manager within five (5) days of receiving his/her notice for jury duty so that an appeal to be excused from jury duty can be made.

Section 8.8

Leave for disability due to pregnancy and childbirth shall be treated as any other disability in accordance with law.

Section 8.9

An unpaid leave of absence of up to one year for medical or other emergencies shall be granted to an employee with no loss of seniority. Upon the completion of the leave, the employee shall be returned to his/her former position or its equivalent, unless the employee is laid off in accordance with Article IX, Section 9.3 (Layoffs). Employees hired after July 1, 1996 must achieve three (3) years of seniority within the bargaining unit before they are entitled to this leave of absence.

Section 8.10

Provisions of the Family and Medical Leave Act apply to members of this bargaining unit and any type of leaves controlled by this agreement that are covered by this Act shall run concurrently with any leave entitlement under FMLA.

Section 8.11

Sick Leave Bank

Purpose-To provide bargaining unit members with additional paid sick leave when such members have exhausted sick leave due to their personal catastrophic illness or injury or combination thereof, and have provided competent medical certification of said catastrophic illness or injury or combination thereof.

1. Process for activating the sick leave bank-A member fitting the criteria set forth above may request that the Superintendent and the Union activate the sick leave bank.
2. Upon such a request, the sick leave bank four (4) member board, as described below, shall use the following criteria to determine the eligibility of a member to receive donations and to determine the number of days to be donated:
 - a. A member must have a catastrophic illness or injury or combination thereof and must provide timely and competent medical certification of the catastrophic illness or injury or combination thereof.
 - b. A member must have completed five (5) years of service in Plainville.
 - c. A member must have exhausted all accumulated sick leave; and
 - d. A member shall not be entitled to any other paid leave, remuneration from disability payments, workers' compensation, and/or other such benefits.
3. Membership in the sick leave bank is voluntary on the part of employees. However, in order to be eligible to receive days from the sick leave bank, a member must contribute at least

one (1) day for the year during which he or she seeks to use the bank.

4. Each member may donate up to five (5) sick leave days annually, on or before September 15 of each school year. Members wishing to make such a donation shall fill out a form, agreed upon by the Superintendent and the Union.

5. Unused sick leave days in the sick leave bank may accumulate up to thirty (30) days annually, but in no event shall the accumulation exceed sixty (60) days. If the number of days falls below sixty (60), then Section 4 above, shall be reapplied.

6. Members withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.

7. The sick leave bank shall be administered by a four (4) member board, two (2) members chosen by the Board of Education, and two (2) members chosen by the Union. Each request for aid, as certified by a doctor's certificate, for the sick leave bank shall be decided by the sick leave board on the merits of the individual request. Action of the sick leave board shall be by majority vote. In the event there are requests for sick leave days beyond those available in the bank, the sick leave board shall determine which of the participants shall be entitled to receive sick leave days within the bank or any prorated share thereof.

8. The decisions of the sick leave bank board, as described above, shall be final and binding and not subject to the grievance procedure or arbitration. The Union further agrees to save the Board of Education and the Administration harmless from any and all claims of any kind arising out of the legality of the sick leave bank and its operation, including contributions to or withdrawals from the bank.

ARTICLE IX SENIORITY

Section 9.0

The Board shall prepare a list of full-time employees showing their seniority in length of service with the Board and deliver the same to the Union on December 1st of each year. Upon completion of their probationary period, new employees shall be added to this list and length of service shall commence from the first day of employment.

Section 9.1

New employees shall serve a probationary period of sixty (60) working days, and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement except as noted in Article XVI. All employees who have completed their probationary period shall be full-time employees and shall acquire length of service records as of the date of their employment.

Section 9.2 - Vacancies and Posting

- A. All vacancies shall be posted on Union bulletin boards for a period of seven (7) days prior to any action to fill permanently such vacancy. When two or more candidates for a bargaining unit vacancy have equal qualifications as determined by the Superintendent of Schools, the candidate with the greater seniority shall be assigned to fill the position. Otherwise, qualifications, as determined by the Superintendent, shall be the determining factor in filling bargaining unit vacancies. A vacancy for the purpose of this section shall be defined as a bargaining unit position opened as result of a termination, resignation, death, or the creation of a new position; a position opened as a result of a second transfer generated by a vacancy as defined above shall not be deemed a vacancy, but shall not prevent the Superintendent from continuing to post vacancies.
- B. Copies of the job posting and a list of the persons bidding for the job shall be sent to the Union President not later than seven (7) days after the posting period. The name of the person appointed shall be sent to the Union President when an appointment is made.
- C. If no employees in the bargaining unit are qualified, the position may be filled by recruitment of outside applicants.
- D. When an employee is retained in a vacancy or a new position for a period of thirty (30) working days, then he/she shall be considered qualified and permanently appointed to the position, if the position continues to exist, otherwise he/she shall return to his/her former position.
- E. Temporary transfers from one school to another shall be made with notice to the Union, and to the extent possible, such transfer shall be made by the least senior employee being temporarily assigned for a period not to exceed thirty (30) working days.

Section 9.3

Layoffs within classifications shall take effect as follows:

- A. Employees working less than twenty (20) hours per week.
- B. Employees working twenty (20) or more hours but less than full time.
- C. Probationary employees.
- D. Except as provided for in E. below, the employee with the least seniority first, etc.
- E. Whenever an employee is scheduled to be laid off, he/she shall be entitled to replace any employee with less seniority in an equal or lower paid classification for which he/she is qualified.

- F. Whenever an employee with seven or more years of service is scheduled to be laid off, or his/her position is eliminated or he/she is bumped, he/she shall be entitled to replace any employee with less seniority in an equal or lower paid classification for which he/she is qualified

Section 9.4

No person shall be newly hired in a job classification that includes an individual on the recall list until all qualified persons on the recall list in that job classification have been notified by certified mail sent to the individual's last known address and such individual is either offered employment or declines such reemployment offer. It shall be the laid off individual's responsibility to notify the Superintendent of Schools of his/her current address. An individual who declines an offer of reemployment in the same job classification as previously employed shall forfeit recall rights. Failure to respond in writing to a notice of an opening within seven (7) calendar days after the delivery to the last known address shall be deemed a refusal to accept reemployment. Individuals must return to work within fourteen (14) calendar days from date of the delivery of the notification. An individual who refuses part-time employment shall not be removed from the recall list. An individual who accepts part-time employment shall not lose his/her status on the recall list for full time employment.

Employees shall be removed from the recall list after eighteen months.

Section 9.5

Part-time employees are those employees who are not in the list furnished to the Union under 9.0 of this Article.

Section 9.6

Officers and stewards of the Union shall have super-seniority in the event of a layoff.

ARTICLE X SAFETY AND HEALTH

Section 10.0

The Board shall provide, through its physician, free of charge to the employees, medical injections for the prevention and treatment of contagious diseases such as poison ivy, flu, diphtheria, tetanus, etc.

Section 10.1

- A. The Board shall provide each employee with a uniform allowance of Four Hundred Fifty (\$450) Dollars for each year of this Agreement, to purchase uniforms as prescribed by the administration.
- B. Each employee shall be required to wear and maintain the uniform and be responsible for its upkeep.

Section 10.2

The Board will provide employees, who work outside in inclement weather, foul-weather gear, i.e., raincoats or rainsuits, rainhats, boots, gloves, etc. If employees are assigned to winter operations such as snow and ice removal, sanding, etc., then appropriate winter attire shall be provided as determined by the administration and exclusive of foot gear. Such attire shall be the property of the School District; as such the School District will assume the costs associated with attire maintenance.

The normal care and maintenance of the foul-weather gear shall be the responsibility of the employee.

Section 10.3

The maintenance employees will be provided with the tools of the trade which are necessary for the performance of their work. Such tools may not be taken from the workplace or used at the workplace for the employee's personal use.

Section 10.4

The Board shall repair or replace the eye glasses of any employee which were broken while on duty.

ARTICLE XI
MILITARY LEAVE

Section 11.0

Up to two weeks military leave may be granted for service on Active Reserve or National Guard duty, during which an employee shall be paid the difference between his/her regular salary and military base pay.

Section 11.1

- A. No employee shall lose any credit for years of service or seniority standing because of interruption of employment to serve in the armed forces of the United States for a period not to exceed five years.
- B. On return from military service, an employee shall be reinstated to his/her former job or one of like rank as long as at least the same number of positions exist at the time of return as existed at the time of leaving for military service. The employee shall receive credit on the wage scale for up to five years of military service. In order to be returned to service and receive credit, the employee must report for duty within ninety (90) days of his/her discharge from military service. New employees who complete the sixty day probationary period, will be granted credit on the wage scale for each twelve month period of military service for up to five years. There shall be no guarantee of return to work after military leave exceeding five years.

- C. The employee's accumulation of sick leave upon leaving, shall be reinstated to his/her credit.
- D. The employee's assessment to the retirement fund will be paid by the Board for those employees on military leave, provided such employees had two (2) or more years of service with the Board.

ARTICLE XII
PRIOR PRACTICE

Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees have enjoyed heretofore, except that prior to making any change in such conditions of employment, the Board shall request bargaining and the union shall bargain over such change.

ARTICLE XIII
INSURANCE AND PENSION

Section 13.0

The insurance coverage provided herein shall be pursuant to the Blue Cross and Blue Shield Century Preferred Plan (the "Preferred Provider Plan"), with the following co-pay features: (For a summary of said plan see 'Appendix C,' appended for informational purposes only.)

In Network: \$150.00 Hospital
 \$75.00 Outpatient Surgery
 \$50.00 Emergency Room if not admitted
 \$25.00 Home & Office (Unlimited)

Prescriptions: (Effective January 1, 2002; the current drug plan remains in effect until that date.)

- a) \$10.00 -- Generic Formulary
 \$25.00 -- Brand Formulary
 \$40.00 -- Non- Formulary
- b) Unlimited
- c) Formulary

Out of Network: \$200.00 Hospital
 \$200.00/\$400.00 Deductible
 \$4,000/\$6,000 Co-Insurance (80/20)
 \$1,000/\$1,600 Max. out of pocket

For the 2015-16 contract year, employees shall contribute thirteen (13%) percent per year of the cost of the medical insurance premium.

Alternatively, for the 2015-16 contract year, employees (except as otherwise required herein) may select a High Deductible Health Plan with the following features:

- 1) \$1,500/\$3000 single/two-person or family annual deductibles.
- 2) Preventive Care on a no copayment or deductible basis.
- 3) A Board established Health Savings Account (H.S.A.) to allow employees to fund the deductible on a pretax basis via payroll deduction. The Board shall pay 60% of the applicable deductible for the 2015-2016 school year. 50% of the Board's contribution to the deductible shall be made on July 1 or the first business day thereafter of each school year and the remaining 50% of the Board's contribution to the deductible shall be made on the first business day after January 1 of each school year.
- 4) For the 2015-16 contract year, premium cost share shall be ten percent (10%) paid by the member and ninety percent (90%) paid by the Board.
- 5) All new employees hired after July 1, 2012 shall only be eligible for the HDHP/HSA plan.

Effective July 1, 2016, the HDHP/HSA plan shall become the sole insurance plan for eligible employees. The Board shall provide insurance coverage and pay the premium in accordance with the following terms and conditions.

A. High-Deductible Health Savings Account Plan as described below and summarized in Appendix C of this agreement. The master insurance contract shall be on file in the Business Office.

The High Deductible Health Plan has the following features:

- (1) \$2,000/\$4,000 single/two-person or family annual deductibles.
- (2) Preventive Care on a no copayment or deductible basis.
- (3) A Board-established Health Savings Account (H.S.A.) to allow employees to fund the deductible on a pretax basis via payroll deduction. The Board shall pay seventy (70) percent of the applicable deductible for the 2016-2017 school year, sixty (60) percent for the 2017-2018 school year, and fifty (50) percent of the applicable deductible for the 2018-2019 school year. The Board's contribution to the deductible shall be made on July 1 or the first payday thereafter of each school year. Employees in their first year of employment shall receive their contribution to the deductible in two installments. 50% of the Board's contribution shall be made on July 1 or the first business day thereafter of each school year and the remaining 50% of the Board's contribution to the deductible shall be made on the first business day after January 1 of each school year. Employees hired after the start of the contract year shall receive a prorated amount of the Board's contribution to the deductible as set forth above.

(4) Premium cost share 11% paid by the employee and 89% paid by the Board for the 2016-2017 school year, 12.5% paid by the employee and 87.5% paid by the Board for the 2017-2018 school year, and 14% paid by the employee and 86% by the Board for the 2018-2019 school year.

Section 13.1

The Board shall provide, at its expense, for each employee:

- A. Each employee shall receive Group Life Insurance coverage of \$40,000.00.
- B. Accidental death and dismemberment coverage in the principal sum of Twenty Five Thousand (\$25,000.00) Dollars.
- C. Total cost of additional insurances will be paid for by members of the Union.
- D. The Board shall have the right to change any insurance carrier named above, provided that the coverage and service offered by the new carrier shall be substantially the same as presently provided. If there is to be any substantial change in the coverage, the Board must negotiate such change with the Union prior to changing carriers.
- E. Full service dental, without riders, for individual and family.

Section 13.2 - Compensation for Work Related Injury

Whenever an employee is absent from work as a result of personal injury caused by an accident arising out of and in the course of his employment, he shall be paid his full salary less the amount of any worker's compensation from the date of said injury until such time he is able to return to work or reaches the point of maximum recovery, whichever comes first. In no event shall such injury leave exceed thirty-six (36) weeks. After thirty-six (36) weeks, but not beyond the point of maximum recovery, an employee may utilize his sick leave to make up the difference between worker's compensation and his full pay.

Section 13.3

Employees are entitled to pension benefits in accordance with the terms of the Town Pension Plan. Updated copies of the plan shall be provided to the employees upon request.

Section 13.4

Upon retirement and until reaching age sixty-five (65) an employee may voluntarily request to continue the group medical policies he/she is carrying at the group rate. The employee shall make such request to the Business Manager in writing at least three (3) months prior to his/her retirement. Payment by the retiree shall be made on a monthly basis to the Business Manager on a date specified by him/her. In the event that any group rate changes, the Business Manager shall notify the retiree at least two (2) weeks before the next payment is due.

Section 13.5

Should alternate health insurance become available from the federal government, the state or a similar pooling concept which would provide substantially equal benefits, services and providers and administration, and at a lower cost to the Board and the member, then upon request by either party, the parties shall meet and confer on whether to participate in such a plan. Nothing in this Section shall modify the rights of the Board as set forth in Article 13.1 D of this Agreement.

Section 13.6

If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

ARTICLE XIV UNION SECURITY

Section 14.0

The Board agrees to deduct from the pay of its employees who sign appropriate wage deduction authorizations, such membership dues or service fees as certified by the Union Financial Officer at least one month prior to the deduction or any change in the amount to be deducted.

Section 14.1

The deduction for any month shall be made during the first payroll period week of said month and shall be remitted, with a list of names of employees from whose wages deductions have been made to the Union no later than the last day of the month.

Section 14.2

As a condition of continued employment, all present employees shall either remain members of the Union or pay a service fee to the Union as set by the Union in accordance with applicable law. As a condition of continued employment, all new employees shall at the end of the first thirty (30) calendar days of employment, either become members of the Union or pay a service fee to the Union as set by the Union in accordance with applicable law.

Section 14.3

The Union agrees to indemnify and to hold and to save the Board harmless from any and all claims, damages, suits or other forms of liability including reasonable attorney's fees that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.

Section 14.4

At least one (1) bulletin board shall be placed in an accessible place in each school for the exclusive use of the Union for the posting of the official Union notices or announcements.

Section 14.5

The Board will 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.

ARTICLE XV
NO STRIKE OR LOCKOUT

Section 15.0

During the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Board's operation by employees or employee nor shall there be any lockout by the Board in any part of the Board's operation.

ARTICLE XVI
DISCIPLINARY PROCEDURE

Section 16.0

- A. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied.

- B. Disciplinary actions shall include:
 - 1. A verbal warning;
 - 2. A written warning;
 - 3. Suspension without pay;
 - 4. Discharge, and shall follow in this order except in cases of serious misconduct in which case immediate application of 3 or 4 is permissible.

- C. All suspension and discharges must be for just cause and must be stated in writing with a reason given and a copy given to the employee at the time of suspension or discharge.

- D. The service record of any employee disciplined under the provisions of this Article, without any further infraction, shall be cleared after twelve months for a verbal and written warning. For suspensions the record shall be cleared after 18 months, without further infractions. Effective July 1, 1996 suspensions of thirty (30) days or less shall be cleared after twenty-four (24) months without further infractions. If the suspension is thirty (30) days or more the record shall be cleared after thirty (30) months without further infractions. For any discipline issued on or after July 1, 2012, the service record of any employee disciplined under the provisions of this Article, without any further infraction, shall be cleared after 18

months for a verbal warning. For a written warning the record shall be cleared after 24 months. Suspensions of 3 days or less shall be cleared after 36 months. Any suspension more than 3 days shall be cleared after 60 months. It is further understood and agreed upon, however, that any disciplinary records which may be of a serious nature such as involving the welfare of students and/or staff shall be retrievable at any time by the Board for the purposes of establishing progressive discipline should the same or similar alleged serious misconduct reoccur in the future.

- E. Probationary employees who are disciplined shall have no access to the grievance procedure.

ARTICLE XVII SAVINGS CLAUSE

Section 17.0

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and 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 XVIII APPLICATION OF CONTRACT

Section 18.0

Unless specifically stated otherwise in this Agreement, all rights and benefits shall be applicable to only full time employees regularly working thirty (30) or more hours per week. In the event the Board hires employees regularly working fewer than thirty (30) hours per week, the Board and the Union shall negotiate the terms and conditions of employment applicable to these employees.

This provision excludes employees who work 120 days or less in any fiscal year. It is not the intent of this provision to displace or replace bargaining unit employees.

Section 18.1 – Non-Waiver Provision

Failure of the employee or the employer to insist upon compliance with any provision of this agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not the same, except in cases where a grievance is filed and then dropped, withdrawn with prejudice, or settled.

Whenever possible, the parties shall notify each other when this provision is being applied.

ARTICLE XIX
DURATION

Section 19.0

This Agreement shall be effective retroactive to the 1st day of July, 2015, and shall remain in full force and effect through the 30th day of June, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred fifty (150) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the termination date; this Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREFORE, the parties have hereunto caused this Agreement to be executed by their duly authorized representatives this 21 day of September, 2015.

FOR THE PLAINVILLE BOARD OF EDUCATION

FOR LOCAL 1303-23 OF COUNCIL #4,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

By: Andrew Saunders
Signed: Chairman

By: Will Ombro
Signed: President

By: [Signature]
Signed
Superintendent of Schools

By: [Signature]
Signed
Staff Representative Council #4

APPENDIX A
HOURLY RATE SCHEDULES

	<u>Start Rate</u>	<u>60 Day Rate</u>	<u>Start of 2nd Year</u>	<u>Start of 3rd Year</u>
July 1, 2015 - June 20, 2016				
Custodian	20.92	22.02	23.32	24.44
Maintenance	25.73	27.16	28.27	29.45
Light Duty Custodian	19.03	20.19	21.48	22.62
July 1, 2016 - June 20, 2017				
Custodian	21.55	22.68	24.02	25.17
Maintenance	26.50	27.97	29.12	30.33
Light Duty Custodian	19.60	20.80	22.12	23.30
July 1, 2017 - June 20, 2018				
Custodian	22.09	23.25	24.62	25.80
Maintenance	27.16	28.67	29.85	31.09
Light Duty Custodian	20.09	21.32	22.67	23.88
July 1, 2018 - June 20, 2019				
Custodian	22.75	23.95	25.36	26.57
Maintenance	27.97	29.53	30.75	32.02
Light Duty Custodian	20.69	21.96	23.35	24.60

The position of Maintenance Electrician shall receive an additional twenty-five (\$.25) cents per hour.

In the future, if the Board of Education decides to require maintenance employees to have a trade license (i.e., plumber, HVAC) they shall receive the twenty-five (\$.25) cent differential in addition to their regular hourly rate. All other current maintenance employees will not be required to possess said licenses during their employment with the Board of Education.

APPENDIX B

HOURS OF WORK INCLUDING ONE-HALF (1/2) HOUR
UNPAID LUNCH PERIOD

<u>School</u>	<u>Hours</u>
High School	6:30 a.m. - 3:00 p.m. 3:00 p.m. - 11:30 p.m.
Junior High	6:30 a.m. - 3:00 p.m. 2:00 p.m. - 10:30 p.m.
Linden	6:30 a.m. - 3:00 p.m. 3:00 p.m. - 11:30 p.m.
Toffolon	6:30 a.m. - 3:00 p.m. 3:00 p.m. - 11:30 p.m.
Wheeler	6:30 a.m. - 3:00 p.m. 3:00 p.m. - 11:30 p.m.
All Schools (Maintenance)	6:30 a.m. - 3:00 p.m.

APPENDIX C *

WILL GET UPDATED SUMMARY SHEETS FROM ANTHEM