

**AGREEMENT**

**BETWEEN THE**

**NORTH STONINGTON BOARD OF EDUCATION**

**AND**

**LOCAL 1303-134, OF COUNCIL #4**  
**AMERICAN FEDERATION OF**  
**STATE, COUNTY & MUNICIPAL EMPLOYEES**  
**AFL-CIO**

**JULY 1, 2017 to JUNE 30, 2020**

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This Agreement is entered into by and between the North Stonington Board of Education, hereinafter referred to as the "Employer" and Local 1303-134 of Council #4, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

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

### **Section 1.0**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of employment and other conditions of employment for all full time employees employed for twenty (20) hours a week or more, performing custodial, repair, and maintenance work or performing work as paraprofessionals; excluding the supervisor of maintenance, summer seasonal employees and temporary replacements hired to maintain the work force in the event of extended illness of regular employees.

### **Section 1.1**

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

## **ARTICLE II** **UNION SECURITY**

### **Section 2.0**

All employees in the bargaining unit as defined in Article I, above, shall have thirty (30) days from the date of this Agreement or from the date of their employment by the Employer to either:

- (1) Become and remain members of the Union in good standing in accordance with the constitution and by-laws of the Union during the term of this Agreement or extension thereof, as a condition of employment, or
- (2) Authorize, in writing, a payroll deduction from their salaries each pay period a union service fee. The union service fee shall be based on those expenditures by the Union which are necessarily incurred to defray the costs of collective bargaining, contract administration, and grievance adjustments and shall be assessed in accordance with law.

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

## **Section 2.1**

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

## **Section 2.2**

The amount will be certified by the Union in writing and may be raised or lowered by the Union, in accordance with law, at any time upon reasonable notification by the Union to the Superintendent of Schools.

## **Section 2.3**

Deductions as provided in Sections 2.1 and 2.2 shall be remitted to the Council #4 office of the Union no later than the fifteenth of each month, following the month of collection, along with a list of employees including their names and home address from whom the deductions have been made.

## **Section 2.4**

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

## **Section 2.5**

The Employer shall provide one (1) copy of the contract to each employee and the employee must sign for receipt. New employees shall be supplied a copy of the contract at the time of hire and the employee must sign for receipt. The Council #4 office shall be supplied with (1) one signed original contracts and an electronic copy of the contract.

# **ARTICLE III** **SENIORITY, VACANCIES, LAYOFF and RECALL**

## **Section 3.0**

New employees shall serve a probationary period of one hundred twenty (120) work days (based on the individual employee's work year).

During the employee's probationary period, the employee shall have no seniority rights, no right to contest discipline and no rights to the grievance procedure, but shall be subject to all other provisions of this agreement. An employee's date of hire as a bargaining unit member shall be used as the employee's seniority date upon the employee's successful completion of his/her probationary period.

"Work day" shall be defined as days that the employee actually attended work.

### **Section 3.1**

All vacancies that the Board intends to fill shall be posted for a period of seven (7) days electronically and on bulletin boards to be provided for such purpose prior to filling such vacancies with a regular full-time or part-time employee. For the purpose of this Agreement, the term “vacancy” shall be defined as an opening occurring as a result of an employee’s termination/resignation or death or the creation of a new position or a position open as a result of a transfer or a series of transfers. The vacancy shall be filled by the most senior qualified bargaining unit member who applies for the position; qualifications to be determined by the Superintendent and/or designee.

As set forth under Article XIII, Section 13.0, prior to posting a vacancy, the Board may transfer employee(s) to the open bargaining unit position(s).

### **Section 3.2**

When an employee is retained in a vacant regular full-time or part-time position for a period of three (3) calendar months, then he/she shall be considered qualified for said position, if the position continues to exist; otherwise he/she shall return to his/her former position.

### **Section 3.3**

In the event layoffs become necessary, the Union will be consulted before the Board implements such layoffs.

### **Section 3.4**

Layoffs shall be based on reverse order of seniority with probationary employees being laid off first within the impacted Group (Group A or B, as set forth below) (within each group the classifications are ranked highest to lowest):

#### **Group A**

Maintenance  
Custodian

#### **Group B**

Paraprofessional

An employee holding positions scheduled for elimination or bumping due to layoff may bump the least senior employee within his/her classification or the least senior employee in a lower classification within each group subject to the condition that the bumping employee can perform the duties of the employee being bumped.

### **Section 3.5**

Laid off full-time employees who are recalled by the Board within twelve (12) months of the date of their layoff, shall be recalled in seniority order (highest to lowest) within the impacted classifications of custodian, maintenance worker or paraprofessional.

No new employees shall be hired in these classifications until laid off employees in the applicable

aforementioned classifications have been given the opportunity to return to work.

Five (5) calendar day's written notification by certified return receipt requested mail to the last known address of the laid off employee shall be sufficient notification.

It is the responsibility of the laid off employee to notify the Board of any change of address while on layoff status.

If no reply is received within ten (10) calendar days after the mailing of the notification, then all of the provisions of this Section shall have been deemed complied with.

Returning employees, under the provisions of this Section, must return to work within thirty (30) calendar days from the date of the mailing of the notification.

The provisions of Section 3.5 shall not apply to emergencies, the use of temporary help, or temporary replacement pending the return of any employee who has been recalled from a layoff.

### **Section 3.6**

No student shall be used to replace full-time custodians on the recall list.

### **Section 3.7**

Paraprofessional employees shall be given notice of re-employment for the subsequent school year by the last day of school.

## **ARTICLE IV** **HOURS OF WORK - OVERTIME & HOLIDAY PAY**

### **Section 4.0**

The basic workday for custodians and maintenance workers shall be eight (8) hours a day, five (5) days a week; Monday through Friday inclusive of a thirty (30) minute paid duty free lunch.

Custodians and maintenance workers may take their thirty (30) minute paid duty free lunch at a time designated by the maintenance supervisor, provided that the parties agree that their lunch break may be interrupted due to unusual circumstances.

The basic work day for paraprofessionals shall be six and one-half (6½) hours per day exclusive of a thirty (30) minute unpaid duty free lunch when school is in session.

Nothing in this Article shall prohibit the Board of Education from establishing a longer or shorter workday based on the educational needs of the Board of Education.

In the event that the Board of Education establishes a longer or shorter workday, it will provide the Union with sixty (60) calendar days advance written notice prior to implementing the change.

### **Section 4.1**

For unscheduled early dismissals or late openings, full-time paraprofessionals shall suffer no loss of pay. This Section shall apply only to employees who are at work at the time of the early dismissal or arrive at the scheduled late opening time.

### **Section 4.2**

Time and one-half (1½) shall be paid for:

- a) All work performed in excess of forty (40) hours in one (1) week.
- b) All work performed by custodians or maintenance employees on Saturday.
- c) All work performed by custodians or maintenance employees on holidays (as set forth under Article V, Section 5.0), plus regular holiday pay (if applicable).

For the purposes of determining work performed which qualifies for overtime, holiday and vacation days shall count towards the forty (40) hour work week; sick and personal days shall not.

### **Section 4.3**

Double time (2x) shall be paid for:

- a) All work performed by custodians or maintenance employees on Sunday.

### **Section 4.4**

- a) Full-time employees shall be given preference on all overtime assignments.
- b) All overtime work shall be divided as equally as possible among employees within the custodian and maintenance job classifications.
- c) If an employee is scheduled overtime and does not avail himself/herself of the opportunity to work, he/she will be charged with the scheduled overtime as if he had worked.
- d) The overtime records will be kept and updated once every two (2) weeks. The overtime record will be posted where the custodian and maintenance employees can view them anytime. The hours recorded will be as hours paid. Example:
  - Two (2) hours of time and one-half (1½) will be recorded as three (3) hours overtime;
  - Two (2) hours of double time (2x) will be recorded as four (4) hours overtime

## **Section 4.5**

An employee called in to work at a time not contiguous to his or her regularly scheduled working hours, i.e., emergency situations, etc., excluding scheduled overtime assignments, shall be paid a minimum of two (2) hours. In the event that an employee is called into work at a time not contiguous to his or her regularly scheduled working hours, i.e., emergency situations (excluding scheduled overtime assignments), and the call-in occurs between 11 p.m. and 5 a.m., the employee shall be paid for a minimum of four (4) hours if he/she works for at least two (2) hours, provided that in the event the employee is called back to work again during this four (4) hour period, he/she shall not be entitled to any additional remuneration. If the employee continues to work through his/her regularly scheduled shift, he/she shall not receive the four (4) hour minimum described in this paragraph. Additional time worked by the employee shall be rounded up to the nearest one half (½) hour interval.

## **Section 4.6**

In the event a bargaining unit employee is contacted by the Board regarding an overtime assignment, the employee must accept the entire overtime assignment offered (i.e. - an eight (8) hour assignment must be accepted for the entire eight (8) hours; a four (4) hour assignment must be accepted for the entire four (4) hours).

The employee shall not have the discretion to accept only a portion of the assignment.

If the employee rejects the entire assignment, it shall be at the Board's discretion whether to offer the assignment to the employee for a shorter duration than the entire assignment (i.e. – if the employee is unable to perform the entire eight (8) hour assignment, the Board, in its discretion, may offer the employee a portion of the assignment, such as four (4) hours of the assignment).

If the employee rejects the entire assignment and the Board decides not to offer the assignment to the employee for a shorter duration, the Board shall contact the next person on the seniority list.

Upon exhaustion of the seniority list, the Board shall have the option of:

- a. filling the entire assignment by use of several employees for a shorter duration;
- b. ordering in the least senior employee(s) in to work;
- c. a combination of a. – b.; or
- d. using an outside contractor (or using an outside contractor combined with a. or b.).

Nothing herein shall preclude the Board from offering an employee who initially rejected the entire assignment with an opportunity to fill the assignment for a portion of the time required either at the time the entire assignment was rejected or subsequent to such time. Accordingly, if the Board decides to fill the entire assignment by use of several employees for a shorter duration,



the Board may, in its discretion, contact employees who initially rejected the assignment to offer such employees the assignment for shorter durations.

If an employee rejects the entire assignment and the assignment is filled by either another employee or an outside contractor, such action on the part of the Board shall not be considered a violation of the collective bargaining agreement with respect to the employee(s) who rejected the entire assignment.

#### **Section 4.7**

The normal hours of work for all custodians and maintenance workers during the summer months, from the close of schools (defined as the day after the student's regular school year has concluded) until the opening of schools, shall be from 7:00 a.m. to 3:00 p.m., unless the Board determines, at its discretion, that a night custodian is needed. Under such circumstances, the night custodian's hours will be from 3:00 p.m. to 11:00 p.m.

### **ARTICLE V** **HOLIDAYS**

#### **Section 5.0**

Article V shall apply only to custodians and maintenance workers, except as set forth under Article V, Sections 5.4 and 5.5.

#### **Section 5.1**

- a) The following holidays shall be observed as days off, with full pay, when school is not thereby in session:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day and the day after Thanksgiving
Memorial Day	Christmas Day and the day before or after Christmas*
Independence Day	

\*As determined by the Superintendent of Schools

- b) An employee shall be granted a floating holiday with pay to be used on a workday when school is not in session on a date determined by mutual agreement between the Superintendent and the employee.
- c) Any day declared a holiday by state or federal decree or statute and school is not thereby in session.

## **Section 5.2**

- a) Holidays falling on Saturday shall be celebrated the preceding day when school is not thereby in session.
- b) Holidays falling on Sunday shall be celebrated on Monday when school is not thereby in session.

## **Section 5.3**

When a holiday occurs during a regular vacation, said vacation shall not be charged against the employee's earned vacation time and the employee shall be given a day off at a time mutually agreeable to said employee and the supervisor of maintenance.

## **Section 5.4**

To be eligible for holiday pay, an employee must work his/her last scheduled workday before the holiday and his/her first scheduled workday after the holiday, unless such employee is excused by the Superintendent of Schools, or his/her designee, on an approved: (a) vacation day; (b) personal day; (c) jury duty; or (d) bereavement leave.

## **Section 5.5**

Except as provided under Article V, Section 5.3, all paraprofessionals scheduled to work thirty (30) hours a week or more shall receive the following holidays with pay: Martin Luther King Day, Memorial Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Veterans' Day, and Labor Day.

Effective in year two of this Agreement, all paraprofessionals scheduled to work thirty (30) hours a week or more shall receive Good Friday as a paid holiday.

# **ARTICLE VI** **VACATIONS**

## **Section 6.0**

This Article shall apply only to custodians and maintenance workers.

## **Section 6.1**

After completion of one (1) year of employment, employees shall be entitled to two (2) weeks vacation with pay. After completion of five (5) years employment, employees shall be entitled to three (3) weeks vacation with pay. After completion of ten (10) years of employment, employees shall be entitled to four (4) weeks vacation with pay. In all cases, a week's vacation shall mean five (5) normal working days.

Vacation will be prorated during the first, fifth, and tenth years of employment to the June 30<sup>th</sup> fiscal year end.

## **Section 6.2**

The vacation period will be set by mutual agreement between the Superintendent of Schools and the employees except that seniority shall govern preference. No more than two (2) employees shall be granted vacation simultaneously during the month of August, and vacation periods during the month of August shall be limited to two (2) weeks (per person). No vacation may be taken the week before school starts and the first week of school.

- a) Vacation days credited during the employees last year of employment shall be paid on a prorated basis to an employee in the event he or she terminates service.
- b) In the event of the death of an employee, vacation days credited during the employees last year of employment shall be paid on a prorated basis to his/her estate.

## **Section 6.3**

Vacations shall not be accumulative from year-to-year, except as provided in this Section. After completion of twenty (20) years of service, custodian and maintenance employees are entitled to carry over to the next school year up to five (5) days of unused vacation.

## **ARTICLE VII LEAVE**

### **Section 7.0**

Sick leave may only be used for the employee's personal illness or, if applicable, in accordance with the Connecticut Paid Sick Leave Act.

Each custodian and maintenance worker shall be entitled to sick leave at current base pay of twelve (12) days during a fiscal year cumulative to one hundred and twenty (120) days. Each paraprofessional shall be entitled, in each contract year, to eight (8) days, cumulative to eighty (80) days. Each employee shall be notified of his/her accumulated sick leave, by letter, at the beginning of each fiscal year.

During the first year of employment (full-time), sick leave shall accumulate at a rate of one (1) day per month worked up to the maximum annual accumulation. New employees shall be able to draw upon (pro-rated) sick leave days after working sixty (60) days.

Up to five (5) days of accumulated sick leave per year may be used for illness in the immediate family (defined as mother, father, child, spouse, or step-child) when the employee's presence is required.

### **Section 7.1**

For any absence due to illness or injury, substantiation by a note from the doctor treating the employee for the condition causing the absence may be requested by the Board of Education, through the Superintendent of Schools. Furthermore, if an employee is absent for medical reasons

for an extended period of time, the Superintendent may require a statement from the employee's physician treating the employee for the condition causing the absence about the nature of the illness or injury and the anticipated date when the employee may return to work. The Superintendent may require a second opinion. Such second opinion shall be by a Board approved physician at the Board's expense. The employee will have the option of seeing a Board approved physician of the same sex as the employee.

### **Section 7.2**

Employees with twenty (20) years of continuous service shall receive fifteen dollars (\$15.00) per day of accumulated sick leave upon retirement under the pension plan or death, in which event payment shall be made to the employee's estate.

### **Section 7.3**

Each custodian and maintenance worker may be granted four (4) working days in any one (1) school year for personal reasons as specified below. Two days may be taken without specific reason. Paraprofessionals may be granted two (2) working days in any one (1) school year for personal reasons as specified below. One (1) day may be taken without specific reason. Prior approval of the maintenance supervisor or the employee's administrator shall be secured by employees requesting leave for personal reasons. In the event the employee is not able to reach the maintenance supervisor or his/her administrator for approval, the Superintendent of Schools shall be able to grant such requests.

Personal leave shall include:

- 1) Legal
- 2) Religious
- 3) Immediate family -- birth or marriage
- 4) Emergencies, and other events requiring the employee's presence that cannot be handled or attended to outside of regular work hours, subject to approval by the Superintendent, which approval shall not be unreasonably denied.

Immediate family shall be defined as the employee's: father, mother, sister, brother, spouse, child, in-laws or "a domestic partner" as defined below.

A domestic partner shall be defined as two (2) adults of the same or opposite sex who are not related by blood, who have lived together continuously for at least five (5) years and plan to do so indefinitely, who reside at the same address, who are mutually responsible for their common welfare, basic living expenses and financial obligations to third parties (and are otherwise financially interdependent) and who maintain no other domestic partnerships, marriage and are not legally separated from anyone else.

Bereavement leave of three (3) days per occurrence will be allowed with full pay for absence due to the death of a member of the employee's immediate family. An additional two (2) days may be

allowed by the Superintendent of Schools upon request, under extenuating circumstances. In addition, one (1) day per year may be allowed with full pay for absence due to the death of other family members or friends.

Personal leave is not designed to enhance or extend any weekend, vacation or social obligation. However, unusual or extenuating circumstances may be approved by the maintenance supervisor, the employee's administrator or the Superintendent of Schools.

#### **Section 7.4**

Employees shall be granted maternity leave in accordance with state and federal law.

#### **Section 7.5**

One (1) employee shall be allowed one (1) day annually, with pay, to attend official union functions or seminars provided the Superintendent of Schools is notified forty-eight (48) hours in advance.

#### **Section 7.6**

If an employee covered by this Agreement is called for jury duty that person shall be paid the difference between his/her regular rate of pay and the fee received as a juror up to a period of sixty (60) days. An employee not required to report to jury duty or released from duty at any time during the work day shall report to work.

#### **Section 7.7**

Any leave granted under the provisions of this contract or Board policy shall be credited against an employee's entitlement under the Family and Medical Leave Act.

#### **Section 7.8**

Leave may be taken in no less than one (1) hour increments, except in cases of emergency.

### **ARTICLE VIII** **GRIEVANCE PROCEDURE**

#### **Section 8.0**

For the purpose of this Agreement, the term "grievance" means, any alleged violation, misinterpretation or misapplication of a specific provision of this Agreement.

#### **Section 8.1**

Any grievance shall be settled in accordance with the following grievance procedure:

**Step 1** - The aggrieved employee shall within fifteen (15) working days of the alleged violation of the Agreement file a grievance with the maintenance supervisor (if the

grievant is a custodian or maintenance worker) or his/her administrator (if the grievant is a paraprofessional).

The aggrieved employee and/or his/her steward or representative shall within fifteen (15) working days of the submission of the grievance meet with the maintenance supervisor or administrator in an effort to resolve the grievance. The maintenance supervisor or the administrator will issue his/her decision within fifteen (15) working days of such meeting.

**Step 2** - If the grievance is not settled in the first step, within fifteen (15) working days of the receipt of the step 1 decision the Union may submit the grievance to the Superintendent of Schools.

The Superintendent of Schools will provide the Union with an answer to the grievance in writing within fifteen (15) working days of receipt of the grievance.

**Step 3** - If the Union is not satisfied with the answer given by the Superintendent of Schools, the Union may elect to submit the grievance to the Board of Education, or a committee thereof as may be designated by the Board, within fifteen (15) working days of receipt of the decision of the Superintendent of Schools.

The Board of Education or a committee thereof as may be designated by the Board, will arrange a hearing with the Union within fifteen (15) working days after receiving the grievance.

If the grievance is not resolved by the Board at the hearing, the Board's decision will be provided to the Union in writing within fifteen (15) working days after the above hearing has been held.

**Step 4** - If the Union is not satisfied with the Board of Education's decision, the parties agree to mediate the grievance. Accordingly, within fifteen (15) working days of the answer from the Board of Education the Union will request the services of a mediator from the State Board of Mediation and Arbitration.

**Step 5** - In the event the parties are unable to resolve the grievance in Step 4, the Union may, within fifteen (15) working days after the conclusion of mediation, submit the grievance to the State Board of Mediation and Arbitration for arbitration. The arbitrator(s) shall be bound by and must comply with all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The decision of the arbitrator(s) shall be final and binding on all parties. The cost of the arbitrator services shall be borne equally by the parties.

## **Section 8.2**

Nothing herein shall be construed as prohibiting an aggrieved employee from addressing his/her own grievance, if he/she so desires, up to Step 2 of the grievance procedure provided that the Union secures a waiver from the aggrieved.

No agreement shall be made between the aggrieved employee and the Administration (or the Board) that is contrary to any of the terms of this agreement.

Only the Union shall have the right to request mediation and arbitration.

The Union has the right to attend any meetings held as part of the grievance procedure between the Administration and the aggrieved employee.

### **Section 8.3**

The Employer shall allow the aggrieved employee(s) and a Union representative or officer, the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in Section 8.1, Steps 1 through 5, when it is not possible to meet outside of working hours.

### **Section 8.4**

Failure by the employee to file a grievance within the time frame set forth herein shall be deemed a waiver of the grievance.

Failure by the employee to submit the grievance to a subsequent step of the grievance procedure shall be deemed an acceptance of the decision at the previous step.

## **ARTICLE IX** **DISCIPLINARY ACTION**

### **Section 9.0**

No employee shall be disciplined without just cause.

Depending on the seriousness of the alleged infraction, the level of discipline shall normally be as follows:

1. Verbal warning.
2. Written warning.
3. Suspension without pay.
4. Discharge.

The Board may take disciplinary action without the need for progressive discipline when an offense is of such a nature that warrants it.

Verbal warnings and written warnings shall not be subject to arbitration under Article VIII.

**ARTICLE X**  
**WAGES**

**Section 10.0**

Wage scales and classifications are made part of this Agreement as Appendix B-1 and B-2.

**Section 10.1**

All wages shall be paid by direct deposit to a United States bank or credit union of the employee's choice.

**Section 10.2**

Upon request to his/her supervisor, an employee shall be given access to a monthly statement regarding the employee's usage of vacation, sick and personal leave, and balances remaining in each category.

**ARTICLE XI**  
**INSURANCE & PENSION**

**Section 11.0**

The Employer shall provide and pay for the following insurance for all employees:

- 1) **Life Insurance** – Twenty thousand dollars (\$20,000.00) coverage for individual custodians or maintenance workers and for paraprofessionals.
- 2) **Accidental Death & Dismemberment** - Twenty thousand dollars (\$20,000.00) coverage for individual custodians or maintenance workers and for paraprofessionals.
- 3) **Disability Income Protection** - Benefits to commence after thirty (30) days or conclusion of accumulated sick leave, whichever is greater. Benefits up to fifty-two (52) weeks disability, not to exceed sixty six and two-thirds percent (66 2/3%) of the employee's earnings.
- 4) The Board of Education shall make available to all eligible, regular, full-time employees and their eligible dependents group medical coverage at a level that is substantially equivalent to the level of covered services in effect as of the effective date of this Agreement.
- 5) **Dental** - Individual employees and dependents shall have provided for them a full service contract comparable to dental coverage at a level that is substantially equivalent to the level of covered services in effect as of the effective date of this Agreement.



Effective July 1, 2017, each eligible employee shall contribute sixteen percent (16%) of the premium for the High Deductible Health Plan (“HDHP”) and the cost of the above benefits (including spouse and dependents).

Effective July 1, 2018 eligible employee shall contribute seventeen percent (17%) of the premium for the HDHP.

Effective July 1, 2019 employee shall contribute eighteen percent (18%) of the premium for the HDHP.

The premium share rates shall not be subject to change during the term of this Agreement.

To this end, each employee must submit a wage deduction authorization authorizing the Board to deduct from such employee’s salary his or her share of the costs of benefits. An employee may withdraw from full coverage at his or her option. Reinstatement of discontinued benefits is subject to the terms and conditions imposed by the insurance carrier(s), and according to law.

In the event that the Board votes to consider participation in any federal or state plan offered for the purpose of providing insurance, the Board and the bargaining unit agree to meet and confer on the issue. If the parties agree in writing, they may reopen the contract on that subject only. If the parties cannot agree to reopen the contract, the issue will not be subject to further negotiations during the contract term or subject to arbitration.

In year one of the contract, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee’s established HSA for the HDHP.

In year two of the contract, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee’s established HSA for the HDHP.

In year three of the contract, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee’s established HSA for the HDHP.

The Board's contribution toward the deductible for the HDHP will be deposited into the employee’s established Health Savings Account (“HSA”) on or about July 1<sup>st</sup> (fifty percent (50%) of the Board’s contribution toward the deductible) and on or about January 1<sup>st</sup> (the remaining fifty percent (50%) of the Board’s contribution toward the deductible) in each contract year.

The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed bargaining unit members. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

Commencing during the July 1, 2018 – June 30, 2019 contract year, on an annual basis, in the event that an eligible bargaining unit employee and his/her family members on the Board’s health insurance plan completes a health risk assessment and biometric screening, his/her premium share for the ensuing contract year shall be reduced by one percent (1%).

Accordingly, by way of example, in the event that the eligible bargaining unit employee and his spouse and dependents completes a health risk assessment and biometric screening during the July 1, 2017 through June 30, 2018 contract year, the eligible bargaining unit employee will receive a one percent (1%) reduction in his premium share contribution for the July 1, 2018 through June 30, 2019 contract year.

On July 1<sup>st</sup> of the subsequent contract year, the premium share set forth herein shall be in effect for the eligible bargaining unit employee. Accordingly, the reduction in the premium share by one percent (1%) shall be based on the then current premium share negotiated by the parties for the contract year in question, as set forth herein.

The information included on the assessment and from the screening will not be provided to the Board. The only information provided by the carrier to the Board is whether the assessment and screening were completed.

The health risk assessment shall be:

- An annual physical (and any tests related to such physical);
- An annual dental examination;
- A vision exam (in accordance with the frequency requirements of the health care provider);
- Women's Wellness (a mammogram and/or clinical breast exam in accordance with the frequency requirements of the health care provider); and
- Applicable cancer screenings (in accordance with the frequency requirements of the health care provider).

Biometric screening shall measure the following:

- Height and weight in order to calculate the individuals body mass index (BMI);
- Systolic and diastolic blood pressure;
- Total cholesterol;
- HDL cholesterol; and
- Glucose

### **Section 11.1**

Custodians and maintenance personnel enrolled in the North Stonington Board of Education Pension Plan as of July 1, 2004, will remain in that plan. Such plan will not be changed or amended unless by mutual agreement.

Modification to the North Stonington Board of Education 401k Profit Sharing Plan:

- Board contribution: Year 1 (July 1, 2017 – June 30, 2018): 8%  
Year 2 (July 1, 2018 – June 30, 2019): 8%  
Year 3 (July 1, 2019 – June 30, 2020): 8%

For custodians, maintenance personnel and paraprofessionals hired after July 1, 2004 who are hired to routinely work twenty (20) or more hours per week and who are not enrolled in the North Stonington Board of Education 401k Profit Sharing Plan, the Board of Education will match employee contributions to a 403(b) plan up to a maximum of three percent (3%) of the employee's salary per school year.

### **Section 11.2**

At any time during the term of this Agreement, the Board of Education may elect to self-insure or to change insurance carriers to provide the benefits set forth in Section 11.0 provided the benefits remain substantially equivalent to those set forth in this Agreement and any proposed changes are presented to the Union for its review. If the Union rejects the proposed change by the Board, the Union may, within thirty (30) calendar days after the Board has presented the proposal to the Union, submit the aspects of which relate to "substantially equivalent benefits" to a single binding arbitrator experienced with insurance matters under the rules of the American Arbitration Association ("AAA"). The decision of the arbitrator shall be final and binding. Cost of the services of the arbitrator shall be shared equally by the Board and the Union. If the Union does not choose to arbitrate its objections to any proposed change within thirty (30) days, the Board shall be free to implement the proposed changes to the plan.

### **Section 11.3**

Subject to law, including the rules and regulations of the Internal Revenue Service, and independent of the requirement that employees contribute to the cost of insurance benefits, the Board shall maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employee's share of health insurance premiums.

### **Section 11.4**

The Board shall have the right to offer additional insurance plans as alternatives to the plan described above. The Board shall have the right to establish the percentage employee premium contribution for any such plan (if offered by the Board); provided that the percentage employee contribution shall not exceed the premium contribution levels in effect for the PPO Plan.

**ARTICLE XII**  
**SAVINGS CLAUSE**

**Section 12.0**

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, by a court of competent jurisdiction, the validity of the remaining portion of this Agreement shall not be affected thereby.

**ARTICLE XIII**  
**MANAGEMENT RIGHTS**

**Section 13.0**

The management and the conduct of the business of the schools and the direction of the working force are the right of the Employer. The Employer shall have the right, subject to the terms herein contained, to hire and layoff employees, to classify, assign, transfer, and promote them, to discipline or discharge them for cause, and in general, to maintain discipline, order and efficiency in the schools. The Employer reserves the right to publish reasonable rules and regulations from time-to-time as it may deem necessary and proper for the conduct of the schools, provided the same are not inconsistent with the terms of this Agreement. Such rules may include, but not be limited to, matters such as efficiency, productivity, evaluation and assignment.

The Board reserves the right to conduct annual written evaluations of employees.

**ARTICLE XIV**  
**MISCELLANEOUS**

**Section 14.1**

Custodians in each building will be advised at least one (1) week in advance, if possible, of any activities to take place within that building unless such activities are unforeseen.

**Section 14.2**

If any employee is leaving the property of the Board of Education, he/she shall be required to obtain approval from his/her supervisor/administrator prior to leaving the property. No custodian or maintenance employee shall be permitted to leave the property of the Board of Education during the lunch period when doing so would leave the building unsupervised by another custodian.

**Section 14.3**

All employees shall use the Board's time clock system.

#### **Section 14.4**

Each custodian and maintenance employee shall be allowed a five (5) minute period at the end of the work day to wash up and punch out.

#### **Section 14.5**

(a) A bargaining unit employee's tuition shall be reimbursed by the Board on a one (1) time basis, to a maximum of two hundred dollars (\$200.00) per credit hour, subject to the limitations set forth in paragraph (b) of this section, for courses successfully completed with at least a grade of "B" or the equivalent, in an accredited institution if such courses are approved in advance by the Superintendent of Schools. At the discretion of the Superintendent, the grade requirement may be waived. Such reimbursement shall be made each September for courses completed before that September 1<sup>st</sup>, to employees returning during that school year, upon presentation of a transcript and documentation of payment. Notwithstanding the foregoing, reimbursement will be made to employees who do not return during the school year due to death, disability, or termination because of elimination of the position, as long as tuition was paid by the employee prior to notice of such elimination, and any employee who voluntarily leaves the district within five (5) years of any reimbursement pursuant to this section shall be required to reimburse the Board for all tuition paid.

(b) The Board shall designate two thousand dollars (\$2,000.00) per school year for tuition reimbursement pursuant to this section. Reimbursement requests shall be submitted by June 1<sup>st</sup> of each year. If reimbursement requests for any one school year exceed the two thousand dollars (\$2,000.00) limitation, reimbursement shall be made pro-rata to all employees submitting requests for reimbursement, based on the relative values of the reimbursement requests.

#### **Section 14.6**

The Board shall provide custodians and maintenance employees with uniforms which must be worn during working hours. Such uniforms shall, at the Board's option, be provided by a uniform service firm or be purchased by the Board at no expense to the employee. In the event the Board purchases uniforms, each custodian and maintenance employee shall be provided annually four pairs of pants, three long sleeve shirts, and three short sleeve shirts which shall be worn in a clean condition and be maintained by the employee at his/her expense.

Custodians and maintenance workers whose job description includes work outside (not to be considered travel from building to building) shall be reimbursed up to one hundred fifty dollars (\$150.00) every two (2) years for the purchase of gear. Receipts for the purchase of such gear shall be provided to the Superintendent or his/her designee prior to any reimbursement. An employee submitting a claim for reimbursement under this section shall become eligible for his/her next reimbursement two (2) calendar years after the date of the initial reimbursement request.

#### **Section 14.7**

Paraprofessionals shall be required to attend with pay two (2) all day workshops that are provided in-district which include, but are not limited to, training and receipt of assignments.

**Section 14.8**

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, the Board shall have the right to discharge the employee.

**Section 14.9**

In the event that an employee who is on call is called to work, he/she must report to work, unless excused by his/her supervisor.

**Section 14.10**

In the event that an employee fills in for homework club, the enrichment program or another Board sanctioned outside activity scheduled after the normal workday, the employee shall receive time and one-half (1½) his/her regular hourly rate of pay for such activity.

**ARTICLE XV  
DURATION**

This Agreement shall commence with the ratification by both the Board and the Union and shall be in full force and effect to June 30, 2020 except that the Board may require negotiations on medical, health, and dental insurance plans set forth in Article XI in the event the teachers' bargaining unit changes such plans.

IN WITNESS HEREOF, the parties set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2017.

If as of January 1, 2020, the total cost of a group health plan or plans offered under this Agreement meets the thresholds that would trigger an excise tax under the Internal Revenue Code Section 4980I, the parties agree to reopen this Agreement for the sole purpose of negotiating over health insurance.

**NORTH STONINGTON BOARD OF EDUCATION**

By: \_\_\_\_\_  
Chairperson

**NORTH STONINGTON CUSTODIANS AND  
PARAPROFESSIONALS UNION, LOCAL 1303,  
OF COUNCIL #4, AFSCME, AFL-CIO.**

By: \_\_\_\_\_  
President, Local 1303-134, Council #4

By: \_\_\_\_\_  
Staff Representative  
AFSCME, Council #4

**APPENDIX A**

**DUES DEDUCTION FORM**

NAME

ADDRESS

I hereby request and authorize the North Stonington Board of Education to deduct from my earnings and transmit to Local 1303 of Council #4, American Federation of State, County & Municipal Employees, AFL-CIO, an amount sufficient to cover the dues of same.

Signature

Date

**APPENDIX B-1**

**NORTH STONINGTON WAGE SCHEDULE**

**CUSTODIANS**

<b><u>Step</u></b>	<b><u>7/1/17-6/30/18</u></b>	<b><u>7/1/18-6/30/19</u></b>	<b><u>7/1/19-6/30/20</u></b>
<b>1</b>	\$12.54	\$12.82	\$13.08
<b>2</b>	\$13.40	\$13.70	\$13.97
<b>3</b>	\$13.85	\$14.16	\$14.44
<b>4</b>	\$14.55	\$14.88	\$15.18
<b>5</b>	\$15.31	\$15.65	\$15.96
<b>6</b>	\$15.98	\$16.34	\$16.67
<b>7</b>	\$18.13	\$18.54	\$18.91

1. The maintenance employee shall receive a differential of seven (7%) percent above the applicable hourly rate.
2. The starting rate is established with the understanding that the Board of Education may hire an employee at up to Step 6 when in the judgment of the Board of Education the employee's qualifications justify a higher starting rate.



**APPENDIX B-2**

**NORTH STONINGTON WAGE SCHEDULE**

**PARAPROFESSIONALS**

**Paraprofessionals**

Effective July 1, 2017, the starting rate shall be \$13.51 per hour.

Effective July 1, 2018, the starting rate shall be \$13.81 per hour.

Effective July 1, 2019, the starting rate shall be \$14.09 per hour.

The Board may, at its discretion, pay new hires (paraprofessionals) anywhere between ninety percent (90%) and one hundred percent (100%) of the full wage rate for the position (with progression to one hundred percent (100%) of the full wage rate no later than three (3) years in equal percentage increases over such time period (i.e. 90%, 95% and 100%)).

**APPENDIX C**  
**INSURANCE PLAN DESCRIPTION**

**HDHP DESCRIPTION**

The HDHP shall have a \$2,000 single, \$4,000 single +1 or \$4,000 family deductible for in network services.

Prescription drugs are covered as part of the program and are subject to the deductible.

Once the deductible is met, in-network coinsurance will be 100% for covered services, except for prescriptions.

Prescriptions will be subject to co-payments.

Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$5 Generic/ \$25 Brand Name/ \$40 Non Formulary Brand Name co-pay (unlimited maximum) (1x retail co-payment for generic 90-day supply; 2x retail co-payment for brand name 90-day supply).

Prescription co-pays are subject to a maximum of \$1,000 for single coverage and \$2,000 single +1 or family coverage.

Out of network medical services will be subject to the same above noted \$2,000 single and \$4,000 single +1 and family deductible then an 80% plan/20% member coinsurance to a maximum of an additional \$2,000 for the individual and \$4,000 for single +1 and family.

The in-network maximum out of pocket will be \$3,000 single and \$6,000 single +1 and family. This includes the shared in-network/out-of-network deductible and the cost for prescriptions in-network after the deductible. The out-of-network out-of-pocket maximum is \$4,000 for the individual and \$8,000 for single +1 and family. This includes the shared in-network/out-of-network coinsurance.

**Vision Care**

One hundred fifty dollars (\$150.00) over two (2) year periods (commencing July 1, 2017) vision care program with benefits and exclusions contained therein for individual employee, their spouse, and dependents up to age twenty-three (23).