
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WOODSTOCK BOARD OF EDUCATION

AND

WOODSTOCK CUSTODIANS AND MAINTENANCE EMPLOYEES,
LOCAL 1303-400 OF COUNCIL 4, AFSCME, AFL-CIO

EXPIRING JUNE 30, 2019

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PREAMBLE

This Agreement is made and entered into by the Woodstock Board of Education (hereinafter referred to as the "Board") and/or its successor Local 1303-400 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, and/or its successor (hereinafter referred to as the "Union").

ARTICLE I – RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to the salaries, hours of employment and other conditions of employment for all non-seasonal school custodians and custodial/maintenance employees working twenty (20) or more hours per week, excluding supervisors and all others excluded by the Municipal Employees Relations Act (the "MERA").

ARTICLE II – MANAGEMENT RIGHTS

Except as specifically abridged or superseded by any provision of this Agreement, the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to manage and direct the operations of the Board, to set and enforce Board policy and manage its work force, including but not limited to the following:

- A. To create, abolish, maintain, expand or reduce programs and activities as, in the judgment of the Board will best serve the interests of the School District;
- B. To decide upon the need and type of facilities, buildings, lands, apparatus, vehicles, equipment, supplies and other property within its control;
- C. To employ, assign, promote, demote, suspend, hire, fire and discipline employees and with reasonable advance notice, to transfer employees, establish job descriptions and prescribe and enforce reasonable rules and regulations for the performance of work and the maintenance of discipline;
- D. To prescribe work hours and schedules and procedures used to discharge the Board's responsibilities;
- E. In general, to control, supervise and manage the operations of the Board and its staff under governing laws, and to establish or continue policies, practices and procedures for the conduct of Board business and the management of its operations, and from time to time, to change or abolish such policies, practices or procedures, so long as such changes do not contravene a specific term or condition of this Agreement;
- F. Reasonable work rules may be established provided, however, that no such rules shall override or contradict any Article, Section or provision of this Agreement. When such rules or any changes thereafter are instituted, they shall be posted

prominently on all bulletin boards in schools where the employees work for a period of three (3) consecutive calendar days before becoming effective. The Union shall be sent a copy of the instituted Work Rules and any changes upon their publication by the Board.

ARTICLE III – WAGES

The hourly wages of bargaining unit members shall be paid as set forth at Appendix A hereof.

ARTICLE IV – INSURANCE AND PENSION

Section 4.1

The Board will provide all full-time employees, hired prior to July 1, 2013, regularly working twenty-five (25) or more hours per week with individual, two-person, or family health insurance coverage. The Board will provide all full-time employees, hired after July 1, 2013, regularly working thirty (30) or more hours per week with individual, two-person, or family health insurance coverage. Part-time employees, working twenty (20) or more hours per week, shall be eligible for individual health insurance coverage only. Health and dental premium contributions are as follows; based on COBRA rates:

2016-2017	Board contribution	82.0%
	Employee contribution	18.0%
2017-2018	Board contribution	81.5%
	Employee contribution	18.5%
2018-2019	Board contribution	81.0%
	Employee contribution	19.0%

Coverage will include medical and dental benefits described in Appendix B of this Agreement.

The Board shall provide a “Section 125” plan for as long as such a plan is available and recognized by the Internal Revenue Service.

Effective July 1, 2016, the Board shall provide an optional High Deductible Health Care Plan with a Health Savings Account feature (“HDHP/HSA Plan”). For each year of the Agreement, the deductible for the HDHP/HSA Plan shall be \$2,000 for single coverage and \$4,000 for family coverage as set forth in Appendix B-2. This HDHP/HSA Plan shall be a voluntary alternative to the PPO Plan.

Effective July 1, 2016, the Board will fund fifty percent (50%) of the deductible amount for an employee who elects coverage under the HDHP/HSA Plan. One-fourth of the Board’s contribution toward the deductible will be deposited into the HSA accounts on the first payroll in July, the remaining three-fourths will be deposited into the HSA accounts on the first payroll in January. The parties acknowledge that the Board’s contribution toward the funding of the

HDHP/HSA Plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible will be funded for actively employed employees.

Full-time employees, hired prior to July 1, 2013, regularly working twenty-five (25) or more hours per week are eligible for individual, two-person and family coverage under the HDHP/HSA Plan. Full-time employees, hired after to July 1, 2013, regularly working thirty (30) or more hours per week are eligible for individual, two-person, or family health insurance coverage under the HDHP/HSA Plan. Part-time employees, working twenty (20) or more hours per week, are eligible individual health insurance coverage under the HDHP/HSA Plan. Health and dental premiums contributions are as follows, based on COBRA rates:

2016-2017	Board contribution	84.5%
	Employee contribution	15.5%
2017-2018	Board contribution	83.5%
	Employee contribution	16.5%
2018-2109	Board contribution	82.5%
	Employee contribution	17.5%

If the Board determines that the total cost of a group health plan offered under this contract may 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 Employee Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan so as to reduce the cost of the plan below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, allocate the responsibility for increased costs associated with the imposition of the excise tax, and/or explore other health insurance options.

Section 4.2

The Board shall contribute to dental insurance and a vision care rider in accordance with the premium cost-share formula used for the health insurance contributions.

Section 4.3

Nothing herein shall be interpreted to prevent the Board from obtaining coverage which is substantially equivalent when considered as a whole so long as there is no interruption in coverage. "Substantially equivalent" means same overall plan design, equivalent benefit levels as to each of the major elements of the plan, and comparable value (balancing off pluses and minus) as to the remaining elements of the plan. The Board agrees to give the Union reasonable notice

and to discuss with the Union prior to any change in plans or carriers. In the event of a dispute over the interpretation or application of this Section, the Union may, within thirty (30) days after being notified of a health insurance change, request grievance arbitration without proceeding through the initial steps of the grievance procedure. There shall be no implementation of any disputed alternative plan until the dispute has been resolved.

Section 4.4

Group term life insurance shall be provided by the Board at no cost to the employee in an amount equal to the employee's annual base pay, subject to any limitations imposed by the insurance carrier(s).

Section 4.5

For employees receiving workers' compensation benefits, sick leave may be charged on a prorated basis until sick leave is exhausted, in order to supplement worker's compensation payments.

Section 4.6

All full time eligible employees shall participate in the Connecticut State MERF-B Pension Plan.

Section 4.7

Upon receipt of signed payroll withholding authorizations, the Board will withhold and transmit employee disability insurance premiums to the designated insurance carrier.

ARTICLE V – HOURS OF EMPLOYMENT

Section 5.1

Regular hours of employment for full time employees shall be forty hours per week over five working days of eight (8) hours per shift, Monday through Friday. The starting and ending hours of the first and/or second shift may be changed by the Board on the basis of the needs of the school system, upon advance notice of at least fourteen (14) calendar days to all employees who may be affected by such change. However, no notice is necessary in cases of emergency or for temporary shift changes of not more than one week.

The normal starting and ending times for full-time Custodians and Custodian/Maintenance Workers shall be:

1. First Shift: Woodstock Elementary School: 7:00 AM to 3:00 PM with ½ hour paid lunch which will be taken at 11:00 a.m., and a fifteen (15) minute break which will be taken at 9 a.m. Based on the needs of Woodstock Elementary School, the lunch time may be changed at the discretion of the Maintenance Supervisor.

Woodstock Middle School: 6:00 AM to 2:00 PM with a ½ hour paid lunch which will be taken at 11:00 a.m. at Woodstock Middle School, and a fifteen (15) minute break which will be taken at 9 a.m. Based upon the needs of Woodstock Middle School, the lunch times may be changed at the discretion of the Maintenance Supervisor.

Custodian/Maintenance personnel will adhere to the lunch and break schedule described for Woodstock Middle School. The fifteen (15) minute break for Custodial/Maintenance personnel will be taken at the school at which they are working at 9:00 a.m.

2. Second Shift: Woodstock Elementary School: 3:00 PM to 11:00 PM with ½ hour paid lunch which will be taken at 7:00 p.m., and a fifteen (15) minute break which will be taken at 9 p.m. Based on the needs of Woodstock Elementary School, the lunch times may be changed at the discretion of the Maintenance Supervisor.

Woodstock Middle School: 3:00 PM to 11:00 PM with ½ hour paid lunch which will be taken at 7:00 p.m., and a fifteen (15) minute break which will be taken at 9 p.m. Based on the needs of Woodstock Middle School, the lunch times may be changed at the discretion of the Maintenance Supervisor.

Night Lead Custodian: 2:00 PM to 10:00 PM with ½ hour paid lunch which will be taken at 7:00 p.m., and a fifteen (15) minute break which will be taken at 9 p.m. Based on the needs of each school, the lunch times may be changed at the discretion of the Maintenance Supervisor.

With prior written permission of the supervisor, as long as school is not in session, employees may shift their starting and ending time. Such permission shall not be unreasonably withheld. This provision shall not be subject to the grievance procedure.

Section 5.2

Time and one-half shall be paid for all hours worked in excess of eight hours a day, or for work performed on Saturday, Sunday or holidays (in addition to any applicable holiday pay). There shall be no pyramiding of overtime. All work beyond the scheduled workweek shall be subject to advance approval by the Superintendent or his/her designee.

Section 5.3

When an employee is called in for emergency work outside his/her scheduled hours (and not contiguous to his/her regular working hours), or on a Saturday or Sunday he/she shall be paid a minimum of two hours at time and one-half.

When an employee is called in for emergency work on a scheduled holiday, he/she shall be paid a minimum of four hours at time and one-half.

There shall be no pyramiding of overtime.

Section 5.4

A record of overtime or special activities time shall be posted and updated weekly. Overtime and special activities opportunities shall be divided equally, to the extent practicable, within the custodial unit within each school. For part-time employees, additional hour's opportunities shall be divided equitably, to the extent practicable, within the part-time staff at each school, on a rotating basis. If the Superintendent determines, in his/her sole discretion, to fill overtime or additional hours opportunities, it shall be offered on a rotating basis to part-time and full-time members of the bargaining unit not otherwise working their regularly scheduled hours. Notification of such overtime opportunities shall be by telephone. If no members of the bargaining unit are accessible by telephone or do not avail themselves for said overtime opportunity, the Superintendent or his/her designee may fill the open shift with a non-bargaining unit employee.

Section 5.5

All employees are expected to report to work during snow or other weather emergencies, irrespective of whether or not school is closed. At the discretion of the Superintendent or his/her designee, all employees may be rescheduled to the day shift on such snow emergency days. If an employee feels that his/her reporting to work would be unsafe, he/she may choose to use a vacation, or personal day, when school is closed, with immediate notice to the Superintendent or his/her designee. If no vacation or personal days are available, an employee may use a sick day, if available, when school is closed, with immediate notice to the Superintendent or his/her designee. Employees may report up to two hours late without penalty on snow days and they must work the full number of scheduled hours for their shift, or choose to take vacation or personal time for the hours not worked, or if no vacation or personal days are available, the employee may use sick time, if available. If the Governor closes the roads during a state of emergency, employees shall have no loss of wages. If employees are working when the state of emergency is declared they will leave work without loss of wages.

ARTICLE VI – SENIORITY

Section 6.1

The Board shall prepare lists of employees showing their seniority and length of service with the Board and deliver the same to the Union during the month of December of each year. There shall be separate lists for Full-Time Custodians, Part-Time Custodians, and Custodial/Maintenance Worker. Unless the Union files a grievance concerning the list within thirty (30) days from receipt of same, the list will be presumed to be correct for all purposes of this contract. Upon completion of their probationary period, new employees shall be added to the list.

Section 6.2

During the probationary period of 90 working days, the probationary employee may be terminated by the Board in its sole discretion, for any reason whatsoever, and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. Upon completion of his/her probationary period, an employee's seniority shall date back to the commencement of his/her employment.

Section 6.3

An employee shall lose seniority rights upon:

1. Voluntary resignation or retirement;
2. Discharge from employment;
3. Unauthorized leave of absence;
4. Layoff, followed by expiration of recall rights; or
5. Failure to report to work within five work days following receipt of notice of recall, while on the recall list.

ARTICLE VII – SICK LEAVE, BEREAVEMENT AND OTHER LEAVE

Section 7.1 - Sick Leave

Employees shall be entitled to fifteen (15) days sick leave per year at full pay. Sick leave may be accumulated to a maximum of ninety (90) days.

Section 7.2 - Extended Sick Leave

The Board shall keep records of each employee's sick leave accumulation to a maximum of 150 days. If an employee suffers a serious illness or disability which requires his/her uninterrupted continuous absence for more than 90 days, the employee's remaining sick leave accumulation (up to a maximum of 60 additional days, for a maximum total of 150 days) may be utilized at half pay. In such a case, while an employee is utilizing his/her extended sick leave between the 91st and up to the 150th day of extended sick leave at half pay, the employee shall be relieved from his/her obligation to contribute toward his/her health insurance premiums.

Section 7.3 - Bereavement Leave

All employees shall be entitled to three (3) days bereavement leave per death in the immediate family. Immediate Family shall include mother, father, sibling, son, daughter or spouse.

All employees shall be entitled to one (1) bereavement leave to attend the funeral of a grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, niece, nephew, aunt, uncle, son-in-law, or daughter-in law.

The Superintendent may, in his or her discretion, grant bereavement leave in circumstances other than those described above. The denial of such leave shall not be subject to the grievance procedure.

Section 7.4 - Authorized Absence for Personal Leave

Personal leave of four (4) days per fiscal year may be granted to an employee. Personal days will be made available only for the following reasons, which must be documented to the Superintendent or his/her designee:

- A. Compelling personal or professional obligations which cannot be scheduled outside working hours;
- B. Legal obligations which cannot be scheduled outside working hours; or
- C. Religious holidays

Personal days shall not be taken on the school day preceding or following a holiday or vacation day.

Section 7.5 - Leave Verification

Employees who are absent for five (5) or more consecutive working days, or more than ten (10) working days in any fiscal year for reasons of illness, or upon suspicion of abuse of contractual leave provisions, shall submit to the superintendent upon request, a statement from a physician stating the reason for the absence and that they are able to return to work.

Section 7.6 - Regular Attendance

Notwithstanding the foregoing leave provisions, failure by an employee to regularly and reliably attend to his/her duties through regular and punctual attendance may result in disciplinary action up to and including dismissal.

Section 7.7 - Jury Duty

If an employee is summoned for jury duty, the Board will pay the difference between the employee's regular wages and the daily jury fee for each day served for the period prescribed by law. If an employee is excused from court prior to the second half of his/her shift, or is not required to be in court on any given working day, then the employee shall report to school for his/her work assignment. This section shall apply only where jury duty conflicts with the employee's scheduled working hours.

ARTICLE VIII – HOLIDAYS

Section 8.1

The following shall be observed as paid holidays for all employees:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Floating Holiday*	

*The floating holiday shall occur during the winter vacation period, on a date chosen by the Superintendent of Schools.

Section 8.2

If a holiday falls during the employee's vacation week, his/her vacation will not be charged on the holiday, but he/she may propose an alternative vacation day, subject to the approval of the Superintendent or his/her designee.

Section 8.3

Twelve month part-time employees shall receive holiday pay, as provided for in this Article, on a pro-rated basis.

Section 8.4

If school is in session on any of the above listed holidays, all employees shall work at the straight time rate and the Superintendent will designate an alternative paid holiday when school is not in session during the week that includes, winter vacation or Independence Day (4th of July week).

ARTICLE IX – VACATION

Section 9.1

All twelve month employees hired before June 1, 2007 shall be eligible for paid vacation, calculated according to the following schedule based on the employee's anniversary date of hire:

<u>Completion of Years of Service</u>	<u>Days of Paid Vacation</u>
1 Year	5
2 Years	10
7 Years	12
10 Years	15

12 Years	17
15 Years	20

Twelve month employees hired on or after June 1, 2007 shall be eligible for paid vacation in accordance with the accrual and use rates that follows:

During the first two years of continuous service, which shall normally be defined as beginning on the first day of the first month following the date of hire, twelve month employees shall accumulate paid vacation at a rate of .42 days per month of service. Employees may accumulate, but may not use paid vacation days during the initial ninety (90) work day probationary period.

After the second (2nd) year of completed service, twelve month employees shall normally accumulate paid vacation at a rate of .83 days per month of service.

After the seventh (7th) year of completed service, twelve month employees shall accumulate paid vacation at a rate of 1.0 days per month of completed service.

After the tenth (10th) year of completed service, twelve month employees shall accumulate paid vacation at a rate of 1.25 days per month of completed service.

After the twelfth (12th) year of completed service, twelve month employees shall accumulate paid vacation at a rate of 1.42 days per month of completed service.

After the fifteenth (15th) year of completed service, twelve month employees shall accumulate paid vacation at a rate of 1.66 days per month of completed service.

Section 9.2

Twelve month part time employees shall be eligible for prorated vacation benefits.

Section 9.3

- (a) Vacation may not be taken during the final two weeks of school or during the two-week period immediately prior to the opening of school. The final week of school shall be determined by the conclusion of the April vacation. Individual days of vacation may not be used during the school year to extend holidays or school vacation periods unless school is not in session on that day. No more than ten (10) vacation days may be carried over from fiscal year to fiscal year for employees hired after June 1, 2007.
- (b) During the school vacation periods, up to two (2) employees may request the same vacation day. Such requests shall be subject to the discretion of the Maintenance Supervisor based on the operational needs of the District, and shall not be unreasonably withheld.

- (c) When school is in session, one (1) employee per day, per school, may be granted vacation time based on seniority. Such requests shall be subject to the discretion of the Maintenance Supervisor based on the operational needs of the District, and shall not be unreasonably withheld.
- (d) Vacation requests or changes in pre-approved vacation requests must be made at least seven (7) calendar days in advance of the requested vacation days or periods.

ARTICLE X – AGENCY SHOP

Section 10.1

The Board agrees to deduct from the pay of all of its employees who in writing authorize such deductions from their wages, such membership dues and/or agency fees as may be fixed by the Union. Such deductions shall continue for the duration of the Agreement, except that any employee may withdraw such authorization in writing by certified mail to Council 4 or the president of the local.

Section 10.2

All employees in the bargaining unit who are not members shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee equivalent to the proportionate share of dues attributable to contract negotiations, grievance adjustment and contract administration as provided by the Constitution of the Internal Union.

Section 10.3

The deductions for any month shall be made twice each month for such month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, no later than the 10th day of the following month.

Section 10.4

The employee's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this Agreement, except that deductions shall be resumed if an employee, terminated by layoff, is rehired during the life of the contract then in existence.

Section 10.5

The Union agrees that it will indemnify and save the employer harmless from any and all liability, claim, responsibility, damage or suit, including salaries, court costs and attorney's fees, which may arise out of any action taken by the employer in accordance with the terms of this Article. The Board shall notify the Union of any claims made against it concerning this Article.

Section 10.6

The Board shall provide one non-exclusive Union bulletin board in each school for posting Union business.

ARTICLE XI – VACANCIES AND REDUCTION

Section 11.1

A newly created bargaining unit position or a bargaining unit position that becomes vacant due to retirement, resignation or termination shall be considered a vacant position for the purposes of this article. All vacant bargaining unit positions shall be posted in each school for no less than seven (7) calendar days prior to filling any such position. Employees who desire to apply for vacant positions shall file their applications, in writing, with the Superintendent, within the time limit specified in the notice. Any employee who applies for any vacant position(s) for which he/she is qualified shall be granted an initial interview and shall be notified by the Superintendent, regarding the status of his/her request to fill such vacancy. Vacant positions shall be filled on the basis of qualification for the vacant position, work performance history, and seniority within classification. The Board may, in its sole and absolute discretion, refrain from filling posted positions.

Section 11.2

The Board may, in its sole discretion, eliminate bargaining unit positions when deemed appropriate or necessary by the Board. In any such case, layoffs shall take effect as follows, within the separate classifications of (A) custodians, and (B) custodian/maintenance:

1. Probationary employees (irrespective of seniority);
2. Part time employees, in the inverse order of seniority; and
3. Full time employees, in the inverse order of seniority.

Section 11.3

Non-probationary employees who are laid off shall have recall rights according to their classification. Employees shall be rehired according to their number of years of service within the bargaining unit, provided the employee is qualified in the judgment of the Superintendent to do the job. If an employee is notified that he/she is being recalled to employment and rejects that recall by not reporting to work within five work days from receipt of written or oral notice, that employee shall lose all rights of recall. The Superintendent shall notify the laid off employee of an available job appointment in his/her classification. Notification shall be verified by certified mail to the employee's last known address. Recall rights shall be in effect for one (1) calendar year from the date of layoff. Upon return to work, a recalled employee shall retain years of experience on the salary schedule. The notification required by this paragraph shall be by certified mail to the employee's last address as on file at the Board of Education offices.

ARTICLE XII – EMPLOYEE DISCIPLINE

Section 12.1

Disciplinary action shall be administered in a fair manner. All discipline shall be for just cause. Normally, progressive disciplinary actions shall follow in this order:

- Verbal warning
- Written warning
- Suspension
- Discharge

Nothing herein shall prevent the Administration from taking immediate disciplinary action up to and including discharge for serious misconduct.

Section 12.2

A copy of any written disciplinary action shall be sent to the Union President.

ARTICLE XIII – GRIEVANCE PROCEDURE

Section 13.1

A grievance shall be defined as a claim by an employee that as to him/her there has been a violation of the specific terms of this Agreement. Grievances shall be processed in an orderly manner as outlined herein. Every effort shall be made by all parties concerned to resolve disputes or misunderstandings informally, or at the lowest possible level of this procedure. Employees shall have the right to Union representation at any step of the grievance procedure.

Step 1. The grievant or the Union shall, within ten (10) working days of the occurrence which led to the grievance, meet with the supervisor in an effort to resolve the grievance immediately. If unable to do so, the grievance may be submitted to the next step by stating the grievance in writing in sufficient detail to apprise the administration of the event or condition complained of, specifying the date(s) of occurrence, the section(s) of the Agreement which are alleged to have been violated, and by giving a copy of the grievance to the school principal within fifteen (15) working days of the occurrence which led to the grievance.

Step 2. The school principal shall answer the grievance in writing within fifteen (15) working days after receipt. The school principal may request a meeting with the employee, the employee must agree to the meeting, and the meeting date and time must be mutually agreed to discuss the grievance within that period.

Step 3. If not satisfactorily resolved, the grievance may be submitted within fifteen (15) working days from the principal's response to the Superintendent, who shall answer the grievance in writing within fifteen (15) working days after receipt of such grievance.

Step 4. If not satisfactorily resolved, the grievance may be submitted to the Board within fifteen (15) working days after receipt of the Superintendent's response. The Board shall schedule a hearing for the grievance within forty-five (45) working days of receipt by the Board. The Board shall provide a written answer to the grievance within fourteen (14) working days after its hearing.

Section 13.2

If a grievance is not settled it may be submitted, at the request of the Union only, to arbitration before a tripartite panel of the Connecticut State Board of Mediation and Arbitration (SBMA). The Union's request for arbitration shall be in writing and must be filed with the SBMA no later than ten (10) working days after receipt of the written answer of the Board of Education at Step 4 above, with a copy of such filing to the Superintendent of Schools.

Section 13.3

The arbitrators designated shall hear and decide only one grievance at a time. Their awards shall be final and binding. They shall be bound 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. Each party shall be responsible for its own costs associated with the SBMA arbitration process.

Section 13.4

Notwithstanding the foregoing authority of the SBMA, the Board of Education may, at its sole discretion, vacate the arbitration proceedings from the SBMA by filing a demand for arbitration under the auspices of the American Arbitration Association (AAA) in East Hartford, Connecticut, within twenty (20) working days from receipt of its copy of the Union's demand for arbitration before the SBMA. In such case, the arbitration shall be conducted under the voluntary labor arbitration rules of the AAA and all arbitration costs shall be borne by the Board.

Section 13.5

Any time limit specified within this Article may be extended by mutual agreement of the Union and the Board provided that, if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the answer in the last step considered. Failure by the Board or its management representatives to respond to a grievance within the time limits prescribed herein shall be deemed to be a denial of the grievance on the last day allowed for such a response and the grievant may appeal within the appropriate time limits to the next level of the grievance procedure.

Section 13.6

Notwithstanding the provisions of Section 13.1 above, any grievance which is alleged to have resulted from actions by the Superintendent of Schools or by the Woodstock Board of Education shall be submitted initially to the Superintendent of Schools at Step 3 of the grievance procedure, without any requirement to file, meet or receive a decision at Step 1 or Step 2 of the grievance procedure.

In such a case, the mandatory fifteen (15) day filing requirement shall be deemed to have been met if the written grievance is filed with the Superintendent of Schools within fifteen days of the date on which the employee knew or should have known of the grievance.

The terms of this section 13.6 and waiver of Steps 1 and 2 shall apply only in cases in which the grievant and the Union believe that the grievance arose from the decision or actions of the Superintendent or the Board of Education. In any case in which the initial filing takes place at Step 3 of the grievance procedure, the Superintendent of Schools may refer the grievant to either Step 1 or Step 2 of the grievance procedure as she/he sees fit and in such a case, the procedures described at Section 13.1 of the collective bargaining agreement shall be followed.

Section 13.7

The grievant and his/her representative shall be afforded the necessary time off without loss of pay for grievance hearings that are held at the direction of the Superintendent or the Board during their working hours.

ARTICLE XIV – UNIFORMS

Uniforms shall be issued by the Board and shall be worn by all bargaining unit members while on duty. All bargaining unit employees shall be reimbursed up to \$100 per year for appropriate work shoes upon submitting a receipt for same to the central office. In order to be eligible for such payments, receipts must be received by the central office no later than May 1 of each year.

ARTICLE XV – NO DISCRIMINATION

There shall be no illegal discrimination, coercion or intimidation of any kind, either by the employer or by the Union, against any employee or member, because of marital status, age, sex, creed, national origin, color, race, religious belief, physical or mental disability, sexual orientation, gender identity, Union activity or lack of Union activity. This section shall not be subject to the grievance procedure.

ARTICLE XVI – NO STRIKE, NO LOCKOUT

The Board agrees that it will not lockout the employees during the term of this Agreement. The Union and the employees expressly agree that during the life of this Agreement there will be no strikes, slow downs, unlawful picketing, work stoppages, mass resignations or mass illnesses or other similar forms of interference with the operation of the school system.

ARTICLE XVII – ENTIRE UNDERSTANDING

Section 17.1

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and without qualification, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or not referred to, or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. However, nothing in this paragraph shall prevent the Union from insisting upon the initiation of impact bargaining if the Board unilaterally implements a major change in working conditions.

Section 17.2

No modifications or changes to this Agreement will be effective unless they are reduced to writing and executed by duly authorized representatives of the Board and Union.

ARTICLE XVIII – LABOR/MANAGEMENT COMMITTEE

There shall be a Labor/Management Committee, which may meet on a quarterly basis. Meetings of such Committee shall be at a mutually agreed upon time and date and shall be for one (1) hour, unless otherwise mutually agreed to by the parties. The Committee shall consist of the Union president and up to two (2) members of the Union, the Maintenance Supervisor and up to two (2) members of the Administration. Members of the Union who attend such meetings, outside of their normal working hours, will do so on their own time and will not be compensated by the school district.

ARTICLE XIX– DURATION

Section 19.1

This Agreement shall take effect upon signing, and remain in full force and effect until June 30, 2019. This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.

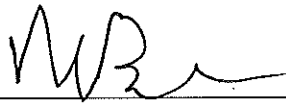
Section 19.2

If either party wishes to modify this Agreement upon its expiration, such party shall notify the other party in writing at least one hundred twenty (120) days prior to July 1, 2019. Neither party shall be obligated to take part in any such collective bargaining session prior to one hundred and twenty (120) days prior to July 1, 2019.

IN WITNESS WHEREOF, the parties have set their hands by their duly authorized representatives at Woodstock, Connecticut on the date indicated beside their signatures.

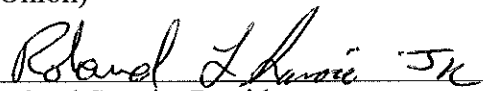
WOODSTOCK BOARD OF EDUCATION
(Board)

Date: 6-16-16


By:

WOODSTOCK CUSTODIANS AND
MAINTENANCE EMPLOYEES, LOCAL
1303-400 OF COUNCIL 4, AFSCME, AFL-CIO
(Union)

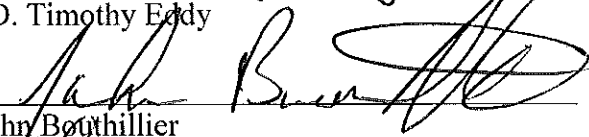
Date: 6-16-16


Roland Savoie, President

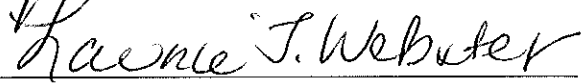
Date: 6/16/16


D. Timothy Eddy

Date: 6/16/16


John Bouthillier

Date: 6/15/16


Laurie Webster, AFSCME Council 4

APPENDIX A
WAGES

In year one covered by this agreement all employees shall receive a 2.0% General Wage Increase (GWI). In year two covered by this agreement all employees shall receive a 2.25% (GWI). In year three covered by this agreement all employees shall receive a 2.25% (GWI).

In addition each employee who does not use sick leave time shall receive the amount of \$200 at the end of the school year. This \$200 amount shall not be added to the employee's annual salary.

2016-2017 (2.0% GWI)

Step	Custodian	Custodian w/ 2 nd Shift Differential	Night Lead Custodian	Custodian/Maintenance
1	13.34	13.59	14.34	15.79
2	14.17	14.42	15.17	16.66
3	15.02	15.27	16.02	17.47
4	15.86	16.11	16.86	18.33
5	16.72	16.97	17.72	19.16
6	17.77	18.02	18.77	19.93

2017-2018 (2.25% GWI)

Step	Custodian	Custodian w/ 2 nd Shift Differential	Night Lead Custodian	Custodian/Maintenance
1	13.64	14.04	14.79	16.15
2	14.49	14.89	15.64	17.03
3	15.36	15.76	16.51	17.86
4	16.22	16.62	17.37	18.74
5	17.10	17.50	18.25	19.59
6	18.17	18.57	19.32	20.38

2018-2019 (2.25% GWI)

Step	Custodian	Custodian w/ 2 nd Shift Differential	Night Lead Custodian	Custodian/Maintenance
1	13.95	14.50	15.25	16.51
2	14.82	15.37	16.12	17.41
3	15.71	16.26	17.01	18.26
4	16.58	17.13	17.88	19.16
5	17.48	18.03	18.78	20.03
6	18.58	19.13	19.88	20.84

Section 1

New employees shall be placed on the wage schedule, based on previous experience or ability, in the discretion of the Superintendent. Upon movement from Custodian to Custodian/Maintenance, Step placement shall be at the discretion of the Superintendent, but in no case shall movement result in a wage reduction.

Section 2

Unless negotiated otherwise, employees who have performed satisfactorily during the preceding year shall advance one step on the Wage Schedule on July 1 of each year of this Agreement. However, bargaining unit members who are hired between January 1 and June 30 shall be ineligible for step advancement until July 1 of their second year of employment.

Section 3

All wages shall be paid via direct deposit.

Section 4

Each year, the wage rate for the "Night Lead Custodian" shall be an additional \$0.75 per hour added to the Custodian w/2nd shift differential wage rate, unless the "Night Lead Custodian" is working during the day/first shift (e.g. during the summer). When the "Night Lead Custodian" works the day/first shift, the wage rate shall be an additional \$0.75 per hour added to the Custodian wage rate.

Section 5

Effective July 1, 2016, there shall be a shift differential for those employees who work the second shift as reflected in the Appendix A wages listed above.

2016-2017: An additional \$0.25 per hour added to the Custodian wage rate.

2017-2018: An additional \$0.40 per hour added to the Custodian wage rate.

2018-2019: An additional \$0.55 per hour added to the Custodian wage rate.

Appendix B Benefit Plan Descriptions

<u>Benefit</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Office Visits	\$25 Co-Pay	\$250, then 80% after deductible
Preventive Care	\$20 Co-Pay	\$250, then 80% after deductible
Routine Vision Exam	100% to Scheduled Maximum	100% to Scheduled Maximum
Allergy Services:		
Office Visit	\$25 Co-Pay	\$250, then 80% after deductible
Injections	100%	\$250, then 80% after deductible
Mammography	100%	\$250, then 80% after deductible
Diagnostic Lab & X-Ray	100%	\$250, then 80% after deductible
Inpatient Hospital Care:		
Room & Board Charges	\$100 Co-pay, then 100% up to Semi-Private Room Rate	\$250, then 80% after deductible
Miscellaneous Charges	100%	\$250, then 80% after deductible
Emergency Room	\$85 Co-Pay per visit, waived if admitted	\$85 Co-Pay per visit, waived if admitted
Medical Transportation	100%	100%
Urgent Care Facilities	\$25 Co-Pay	\$250, then 80% after deductible
Walk-In Center	\$25 Co-Pay	\$250, then 80% after deductible
Occupational Speech Therapy	\$20 Co-Pay	\$250, then 80% after deductible
Physical Therapy	\$20 Co-Pay	\$250, then 80% after deductible
Chiropractic Therapy	\$25 Co-Pay	\$250, then 80% after deductible
	PT, OT, Speech & Chiropractic Therapy – 50 visits combined per calendar year	
Radiation, Chemotherapy	100%	\$250, then 80% after deductible
Out-Patient Mental/Nervous Care	\$20 Co-Pay per visit	\$250, then 80% after deductible
Out-Patient Substance Abuse Care	\$20 Co-Pay per visit	\$250, then 80% after deductible,
Out-Patient Surgery	\$50 Co-pay	\$250, then 80% after deductible
Hospice Care	\$200 deductible, then 80%	\$250 deductible, then 70%
Skilled Nursing Facility (following hospital stay)	100%	80% after deductible

Benefit

	<u>In-Network</u>	<u>Out-of-Network</u>
Home Health Care	\$200 deductible, then 80%	\$250 deductible, then 70%
Durable Medical Equipment	\$200 deductible, then 80%	\$250 deductible, then 70%
Out-Patient Private Duty Nursing	\$200 deductible, then 80%	\$250, then 70% after deductible
Prescription Drug Benefits with formulary:*		
Generic Drugs	\$10.00 Co-pay	\$10.00 Co-pay
Formulary Drugs	\$25.00 Co-pay	\$25.00 Co-pay
Non-Formulary Drugs	\$35.00 Co-pay	\$35.00 Co-pay
Mail Order	(2X co-pay for 31-90 day supply)	(2X co-pay for 31-90 day supply)

Vision
Dental

Annual Deductible	250/500/600
Coinsurance Limit	2500/5000/6000
Lifetime Maximum	Unlimited (in-network) \$1 million (out-of-network)

Appendix B-2

HDHP/ HSA PLAN DESIGN

The Board shall implement a HDHP/ HSA plan, or a high deductible health care plan with a health savings account feature, including the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	0% co-insurance after deductible, subject to co-insurance maximum	30% co-insurance after deductible, subject to coinsurance maximum
Out of pocket maximum (individual/aggregate family)	\$2,000/\$4,000	\$5,000/\$10,000
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable 100% Coverage	30% co-insurance after deductible, subject to coinsurance maximum
Prescription Drug Coverage	Treated as any other medical expense	