

**AGREEMENT BETWEEN**

**THE**

**STONINGTON BOARD OF EDUCATION**

**AND**

**LOCAL 1303-170 OF COUNCIL #4**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL**  
**EMPLOYEES**

**AFL-CIO**

**MAINTENANCE & CUSTODIANS**

**July 1, 2016 to June 30, 2020**

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## **PREAMBLE**

This Agreement is made and entered into by and between the Stonington Board of Education and/or its successor, hereinafter referred to as the "Board" or "Employer," and Local 1303-170 of Council #4, AFSCME, AFL-CIO, and/or its successor, hereinafter referred to as the "Union." The word "employee" as used herein refers to bargaining unit members.

## **ARTICLE I RECOGNITION**

The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours of work and other conditions of employment for all custodial and maintenance employees, custodial and maintenance foremen, laborer, and matron, employed by the Board working twenty (20) hours or more per week, but excluding the Facilities Manager, the assistant maintenance supervisor, part-time employees working less than twenty (20) hours per week, casual employees, summer student employees, seasonal employees and all other supervisory employees as defined under the Municipal Employee Relations Act.

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

### **Section 2.0**

All employees in the bargaining unit shall, as a condition of employment, become members of the Union or pay a service charge each month equal to the cost of administering and negotiating this Agreement and servicing the grievance provisions (but not greater than the cost of dues); provided, however, that no employee shall be required to comply with this Section before the completion of his/her probationary period of one hundred eighty (180) calendar days. Any objections to his section by any bargaining unit member may be appealed in writing to the Union for review.

### **Section 2.1**

Nothing herein shall be construed as requiring an employee to become or remain a member of the Union. An employee is free to join the Union or resign from the Union at any time during the period of this Agreement.

### **Section 2.2**

Upon receipt of a signed authorization form, the Employer shall deduct from the employee's earned wages each payroll period such dues or service charges as the Union shall determine.

### **Section 2.3**

The amount to be deducted will be specified in writing by the responsible Union official and may be increased or decreased at any time with a sixty (60) day written notice by said Union official to the Employer.

### **Section 2.4**

Deductions as provided above shall be remitted to the Council #4 office of the Union not later than thirty (30) days after such deductions have been made, along with an initial list of the employees from whom the deductions have been made.

### **Section 2.5**

The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of or by reason of action taken by the Board for the purpose of complying with the provisions of this Article.

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

### **Section 3.0**

Seniority is defined as the total length of continuous unbroken service an employee has in the bargaining unit. The Seniority List as of the signing of this Agreement is attached as Appendix A. In the event the Board determines a layoff is necessary, the Superintendent shall identify the bargaining unit member or members to be affected by the layoff based on seniority, provided that the senior employee(s) are qualified to perform available work. Nothing herein shall require the promotion of a senior employee to a higher classification.

### **Section 3.1**

- A. Newly hired employees shall serve a probationary period of one hundred eighty (180) calendar days starting with the first day they actually work after being appointed, in writing, to a position within the bargaining unit. During the probationary period, an employee shall have no seniority rights and may be terminated in the Employer's discretion, and such termination shall not be the subject of a grievance claim or any other protest under this Agreement by the employee or by the Union.
- B. An employee who has successfully completed the probationary period of employment shall thereafter become a regular employee and shall be credited with time worked during the probationary period for purposes of determining seniority.
- C. An employee's seniority shall cease for any of the following reasons:

1. Voluntary resignation;
2. Retirement;
3. Discharge for just cause;
4. Layoff for lack of work for a period of time equal to the employee's total length of service in the bargaining unit or one (1) year, whichever is fewer; and
5. Failure to return to work on the specified date following recall from layoff or at the conclusion of an approved leave of absence without authorization from the Superintendent.

### **Section 3.2 - Lay Off**

- A. A laid off employee shall have recall rights to his/her former position or a lower-rate position that he/she is qualified to perform for a period of one (1) year. No new bargaining unit employees will be hired until all laid off employees who are qualified have been offered the available vacancy.
- B. Bargaining unit employees with the least seniority in the classification in the district shall be laid off first. A two (2) week notice of the lay off shall be provided unless it is impossible or unreasonable for the Board to provide such a notice.
- C. Bargaining unit employees with seniority may bump into an equivalent or lower classification provided that they are qualified. All custodial positions shall be considered one classification for lay off considerations and maintenance positions will be a separate classification.

## **ARTICLE IV** **PROMOTIONS – VACANCIES – TRANSFERS**

### **Section 4.0**

Prior to being publicly advertised, notice of bargaining unit vacancies that the Board intends to fill or new bargaining unit positions shall be posted in all schools and in the maintenance department for five (5) working days. The posting shall include the title and location of the position. For new positions, the posting shall also include the rate of pay and reference to the job description. The job description shall be provided to the Union. Any employee interested in the position may apply in writing to the Superintendent of Schools prior to the end of the posting period. Existing bargaining unit members who apply shall be considered and interviewed by the Board prior to considering other applicant(s).

### **Section 4.1**

In filling such job openings, the Superintendent shall retain the exclusive right to select the candidate. However, the Board shall give preference to applicants who are currently employed within the bargaining unit with preference for seniority, provided the applicant is qualified in the judgment of the Board or its designee. If two (2) or more bargaining unit members apply for the job opening, the Board shall give preference to the applicant with the greatest seniority if such applicant is the best qualified in the judgment of the Board or its designee. For purposes of filling job openings, an employee shall acquire seniority commencing upon the date of hire as a permanent employee within the bargaining unit.

### **Section 4.2**

Bargaining unit employee intentions in transferring laterally to a new or vacant position shall be required to fill out the transfer form and submit it to the Facilities Manager. Forms are available in the office of the Facilities Manager.

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

### **Section 5.0 – Hours of Work**

All full-time custodians and maintenance department employees shall work an eight (8) hour day, forty (40) hours per week, and the employee shall have the option, with the approval of the building principal or the Facilities Manager for the maintenance employees, of a duty-free lunch period of thirty (30) minutes, except in cases of emergency. The time in which the duty-free lunch period will be taken shall be arranged in writing between the building principal and the employee. In an eight (8) hour shift, there shall be two (2) fifteen (15) minute breaks, said times to be on a uniform basis for every day. The times are to be determined by the respective building principal and the employee. Times may be altered on a case by case basis and may be changed due to an emergency.

### **Section 5.1**

A. For each full-time bargaining unit employee the following schedule will be established:

1. All employees assigned to the first shift shall work the hours of 7:00 a.m. to 3:30 p.m.
2. All employees assigned to the second shift shall work the hours of 2:00 p.m. to 10:30 p.m.
3. The Board shall be allowed to shift the starting times (and corollary ending time) by up to two (2) hours in either direction with, except in cases of emergency, ten (10) working days notice to the Union and the individual.

Such modifications to the starting and ending times may be staggered among employees on a shift.

- B. The schedule for permanent part-time employees scheduled to work twenty (20) or more hours each week for at least one hundred eighty (180) days each year shall be determined by the building principal at each location.

### **Section 5.2 - School Vacation Hours of Work**

During the school vacation periods, including the summer months (defined as the period when students are not in school), all employees shall work 7:00 a.m. to 3:30 p.m.

### **Section 5.3 - Overtime**

Overtime opportunity shall be rotated and distributed as equally as possible within classification at each location, provided the employee is qualified to do the job, and it shall be paid at the rate of time and one-half after forty (40) hours in one (1) week. Management personnel shall not perform bargaining unit work on an overtime basis unless all eligible bargaining unit members have refused or are unavailable or the work must be performed due to an emergency condition. Should no employee in the classification where the overtime opportunity exists at the location be available or accept the overtime, management shall offer the overtime opportunity to a bargaining unit employee from a list of employees who have volunteered for available overtime, pursuant to the following:

- A. Bargaining unit employees desiring overtime opportunities are required to sign one or both of the following lists; (1) Location overtime list; (2) District wide overtime list.
- B. These overtime lists shall be maintained separately.
- C. Bargaining unit employees' overtime location list shall be maintained by the Facilities Manager or his/her designee.
- D. Bargaining unit employees shall make the Facilities Manager or his/her designee aware, in writing, of their addition or deletion from either overtime list.
- E. Bargaining unit employees going on vacation or leave shall notify the appropriate Supervisor or designee, in writing, their desire to remain or to be excluded from the overtime rotation until their return. Forms are available from the appropriate Supervisor.
- F. The Board shall establish a website for the overtime lists. The location and district wide overtime lists shall be maintained by crediting hours in one of the following categories; accept, reject, or unavailable.

G. In the event an employee refuses a District wide overtime assignment at other schools, he/she shall only be charged on the District wide overtime list.

H. During the regular work week, if an absence occurs, the following procedure shall be followed:

1. For First Shift absences, second shift employees at the location shall be given first priority.
2. Substitutes.
3. Bargaining unit employees from the District wide list.
4. Maintenance bargaining unit employees.

Overtime distribution list shall be available to bargaining unit employees at the office of the Facilities Manager.

I. **Outside Rentals.** A bargaining unit employee shall be assigned to each separate rental as needed. In the case of an event where food service will be provided or the activities of the event are disruptive to the daily bargaining unit tasks, an employee will be assigned to that event. Assignment to an event means that the employee will be in the general area of the event at all times performing bargaining unit duties unless directed by the event lead to assist in a matter related to the event. At no time should an employee be seated in the audience of an event as a spectator.

J. Employees working on overtime assignments will be responsible for the security and maintenance of the area being used for the particular activity within the building. A bargaining unit custodian shall be on duty when any inside event or activity takes place in any of the school buildings.

K. The Board shall attempt to notify all employees scheduled to work overtime at least seventy two (72) hours in advance of the start of the overtime shift.

#### **Section 5.4 – Overtime Pay – Time and one-half (1½)**

A. Time and one-half of the employee's regular straight time hourly rates of pay shall be paid for all hours in excess of eight (8) hours per work day or forty (40) hours-in any one (1) week.

B. For purposes of computing overtime, paid sick leave shall not be considered time worked. Holidays, personal time and vacations shall be considered as time worked.

### **Section 5.5 – Overtime Pay – Double Time (2x)**

Bargaining unit personnel shall receive two (2) times their hourly rate of pay for all hours worked when:

- A. They are required to work after midnight (excluding call in time, see Section 5.5 B below and snow plowing, see section 5.8 below), on holidays or Sunday performing Board of Education custodial or maintenance work as assigned by their supervisor; or
- B. Excluding snow removal, see section 5.8 below, they are called from home to return to work between the hours of midnight and the start of the employee's regular shift, Monday through Saturday. For such call-ins, regardless of the time, the employee shall be guaranteed a minimum of two (2) hours pay, at the applicable rate, if the employee works at least thirty (30) minutes, provided that the Board may recall an employee during this two (2) hour period and it shall be considered the same call in.
- C. Volunteering and working in an Emergency Shelter in the Stonington School District and with the approval of the Facilities Manager or his/her designee.

### **Section 5.6 - Maintenance Rate of Pay**

- A. Whenever custodial employees are assigned to perform maintenance work requiring a special skill and/or taking three hours or more, for temporary periods, they shall receive the higher rate of pay for all hours so assigned.
- B. Set-up or breakdown of any outside athletic activity by any bargaining unit member shall be paid at the maintenance rate.

### **Section 5.7 – Emergency Dismissals**

In the event that any school within the school system is closed by the Superintendent of Schools or his/her officially designated representative, for any reason, it is planned that all employees will be granted simultaneous dismissal from work; however, prevailing circumstances could be such that this would not be possible (for example, building requirements, pupil safety, etc.). Obviously, conditions may vary from building to building and from time to time.

The procedures for such closings will be as follows:

1. The Superintendent of Schools or his/her representative will notify principals of the closing and the time of general dismissal;
2. Principals will designate and notify employees who will be dismissed and who will stay;
3. Employees who elect to leave prior to permission being granted for the general dismissal of all employees may do so only after obtaining permission directly from their principal; and

4. Employees electing to leave prior to the general dismissal will be paid only for the time that they actually work unless with the approval of the principal or Facilities Manager the employees electing to leave may be paid for the remaining shift.

#### **Section 5.8 - Snow Removal**

When the Superintendent cancels the opening of school, all custodial and maintenance employees will report to work at the direction of the Facilities Manager or his/her designee.

If either snow removal or salting is necessary on weekends or outside an employee's normal working hours, all custodial and maintenance employees will report to work at the direction of the Facilities Manager or his/her designee. Employees shall be paid two (2) times their regular rate for a minimum of two (2) hours (the two (2) hour minimum shall not apply for shift extensions before or after the employee's regular shift) for all snow removal work.

#### **Section 5.9 - Snow Removal Procedures**

- A. When there is 4" or more of snow on the ground, the Facilities Manager or his/ her designee shall exercise his/her best judgment on notifying all bargaining unit members of the need to report to work.
- B. This emergency snow crew shall be in effect when school openings are delayed or when schools are to open on their normal start time.
- C. Bargaining unit employees called in from home to work during school days on the emergency snow crew shall report by 7:00 a.m. or as soon as possible.
- D. The Facilities Manager, or his/her designee shall notify bargaining unit employees, by phone or Electronic Notification System, as to the status of school closings, delays, or if school will open at the normal start time as soon as he/she has been notified by the Administration.
- E. During the second shift, if snow/freezing rain begins to fall and starts to accumulate/freeze, bargaining unit employees shall be directed by the Facilities Manager or his/her designee prior to the end of their shift to remove snow, ice, and/or freezing rain, and to salt if necessary. All entrances shall be cleaned for a minimum of twenty (20) feet from entrances.

#### **Section 5.10 - Training Pay**

When a custodial or maintenance employee is approved by the Facilities Manager or his/her designee and is assigned to training a new employee, and or cross training bargaining unit employees he/she shall be paid a one dollar (\$1.00) an hour differential.

### **Section 5.11 - On Call Pay**

Bargaining unit employees that are asked and accept to be on call by the Board or its designee shall receive twenty dollars (\$20.00) per day for all days scheduled to be on call. Bargaining unit employees who are on call and are called in shall receive the applicable overtime rate for all hours worked.

## **ARTICLE VI** **SICK LEAVE**

### **Section 6.0**

In the first year of employment in a bargaining unit position, permanent full-time employees and, on a pro-rata basis, permanent part-time employees (who works for the Board twenty (20) or more hours each work week for at least one hundred eighty (180) calendar days during a contract year) shall be credited with one (1) sick day for each full month of employment through June 30<sup>th</sup> of the then current contract year. Such sick days may be used upon being credited to the employee in accordance with the language set forth herein.

In the event that an employee has not completed a full year of service by July 1<sup>st</sup>, the employee will be credited with one (1) sick day per month of full service through June 30<sup>th</sup> of the then current contract year (pro-rated for part-time employees, as set forth under Article VI, Section 6.0). Such sick days may be used upon being credited to the employee in accordance with the language set forth herein.

Unused sick leave shall be cumulative, so long as the employee remains continuously in the service of the Board of Education. Such authorized accumulation of sick leave shall not exceed one hundred thirty-five (135) working days.

### **Section 6.1**

On July 1<sup>st</sup> annually, an employee who has completed a full year of service by the previous June 30<sup>th</sup> shall be credited with twelve (12) sick leave days (pro-rated for part-time employees, as set forth under Article VI, Section 6.0).

### **Section 6.2**

- A. Employees on sick leave will notify the Electronic Notification System (Sub - Finder) and the reason for their absence as soon as possible, but no later than one (1) hour before the regularly scheduled start of their shift, except the night custodian, who shall provide a minimum of two (2) hours notice. The employee shall be responsible to give only a general notice of the need for sick leave.
- B. A note from the employee's treating physician substantiating illness and the ability to return to work may be required by the Business Manager (or his/her designee) in the event an absence exceeds three (3) working days, or at any time if the Business

Manager (or his/her designee) determines it to be in the best interest of the employee or the school district.

C. Sick leave may be taken in one (1) hour increments.

### **Section 6.3**

Upon approval of the Superintendent (or his/her designee), up to five (5) days of an employee's credited sick days per contract year may be used as family illness days when an employee is precluded from reporting to work as a result of a verifiable illness of a family member, which absence, at the Business Manager's (or his/her designee's) discretion, may be required to be documented by a note from the family member's treating physician.

For purposes of Article VI, Section 6.3, "family member" shall be defined as the employee's spouse or child.

### **Section 6.4**

Employees may be required by the Superintendent of Schools to take a medical, dental, psychological or physical examination, at Board expense, where the Superintendent determines that such an examination is in the best interests of the school system.

### **Section 6.5**

Sick leave may not be used to extend holidays or weekends. In the event a sick day is taken the day before and/or after the weekend and/or a holiday, the Business Manager (or his/her designee) may require any employee who has been advised by written notice (with a copy to the Union) that the Board believes the employee has exhibited either a pattern of abuse or a pattern of absenteeism to submit a note from the employee's treating physician substantiating the employee's inability to work on the day or days which he or she was absent.

### **Section 6.6**

- A. In the event of death, retirement, incapacity, or termination in good standing each permanent employee (or his/her estate) and permanent part-time employee (or his/her estate) on a pro-rata share who is employed by the Board of Education prior to July 1, 2008, and who works twenty (20) hours or more each week for at least one hundred eighty (180) days each year shall be paid for any unused sick leave, up to a maximum of one hundred twenty-five (125) days, based upon the following schedule:
1. For ten (10) years of employment, an eligible employee or estate shall be paid twenty-five percent (25%) of his/her unused sick leave up to the maximum

allowable.

2. For fifteen (15) years for employment, an eligible employee or estate shall be paid thirty-three and one-third percent (33 1/3%) of his/her unused sick leave up to the maximum allowable.
  3. For twenty (20) years of employment, an eligible employee or estate shall be paid fifty percent (50%) of his/her unused sick leave up to the maximum allowable.
  4. For twenty-five (25) years of employment, an eligible employee or estate shall be paid sixty percent (60%) of his/her unused sick leave up to the maximum allowable.
- B. In each case, the compensation shall be based upon the individual's credited sick days as of the last workday in the individual's final year of employment, provided, sick days credited on July 1<sup>st</sup> of the employee's last year of service shall be prorated for purposes of such pay out for the period from July 1<sup>st</sup> through the employee's last workday.
- B. Payment for each unused sick day shall be on the basis of the employee's daily rate based on his/her last salary increase prior to the date of termination.
- C. Compensation for unused sick leave will be part of the final year's salary. In order to allow for budget restrictions, the following regulations must be adhered to:
1. Employees who plan to retire must make this fact known in writing to the Superintendent of Schools not later than six (6) months prior to the beginning of the fiscal year (December 31<sup>st</sup>) during which such employees expect to leave. Advance notice of intent to leave shall be waived in the event of death, discharge or incapacity.
  2. Compensation for unused sick leave will be paid in a paycheck to be issued on a regular payday within the same fiscal year in which the termination occurs.

## **ARTICLE VII**

### **PERSONAL DAYS AND BEREAVEMENT LEAVE**

#### **Section 7.0 – Bereavement Leave**

Each permanent employee who is employed by the Board of Education and who works twenty (20) hours or more each week for at least one hundred eighty (180) days each contract year shall be eligible for bereavement leave of up to three (3) days with full pay for absences due to the death of a member of the employee's immediate family.

Immediate family shall be defined as spouse, children, mother, father, mother-in-law, stepmother, father-in-law, stepfather, daughter-in-law, son-in-law, grandparents, sister, brother, sister-in-law, brother-in-law, stepchildren, grandparents-in-law or grandchildren.

Additional time may be granted at the discretion of the Superintendent or his/her designee.

At the Business Manager's discretion, evidence of death must be presented, and such leave is only available when employees are personally involved in the attendance at wakes, religious services, funerals and/or interment.

### **Section 7.1 – Personal Leave**

Each permanent employee and permanent part-time employee who is employed by the Board and who works twenty (20) hours or more each week for at least one hundred eighty (180) days each contract year shall be eligible each year for two (2) personal days with full pay. Employees shall use the Electronic Notification System (Sub- Finder) when using a personal day.

Personal days may be taken in one-half (½) day increments.

## **ARTICLE VIII** **HOLIDAYS**

### **Section 8.0**

The following days will be paid holidays for permanent, full-time, twelve (12) month employees:

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

A Saturday holiday will be celebrated on Friday; a Sunday holiday will be celebrated on Monday. An employee, who is out sick the day prior to or after a holiday, shall be notified that additional occurrences could result in disciplinary action.

**Section 8.1**

Permanent part-time employees, on a pro-rata basis who work less than twelve (12) months, but twenty (20) hours or more each week for at least one hundred eighty (180) days each year, shall receive twelve (12) paid holidays per contract year. To qualify to be paid for Independence Day, the employee must work the day before the holiday and the first scheduled working day after.

**ARTICLE IX**  
**VACATIONS**

**Section 9.0**

All permanent employees who are employed by the Board of Education and who work a minimum of twenty (20) hours per week shall receive a paid vacation for continuous service according to the following schedule.

In a permanent employee's first year of employment, for the period from his/her first day of work through June 30<sup>th</sup>, the employee will be credited with one (1) vacation day for each full month of employment (to maximum of ten (10) days). Such credited vacation days may be used after the employee has completed one (1) full year of service with the Board in a bargaining unit position.

Effective July 1<sup>st</sup>, all permanent employees who have completed a full year of service by the previous June 30<sup>th</sup>, shall be credited with ten (10) working days of vacation. In the event that the employee has not completed a full year of service by June 30<sup>th</sup> of the previous contract year, he/she shall be credited with one (1) vacation day per month of service through June 30<sup>th</sup> of the then current contract year (to a maximum of ten (10) vacation days). Such credited vacation days may be used after the employee has completed one (1) full year of service with the Board in a bargaining unit position.

Thereafter, on July 1<sup>st</sup> annually, employees shall be credited with vacation days based on their full years of service as of July 1<sup>st</sup> as follows:

2-5 years – 10 days	13 years – 18 days
6 years – 11 days	14 years – 19 days
7 years – 12 days	15 years – 20 days
8 years – 13 days	16 years – 21 days
9 years – 14 days	17 years – 22 days
10 years – 15 days	18 years – 23 days
11 years – 16 days	19 years – 24 days
12 years – 17 days	20 years – 25 days

Vacation time for employees hired after July 1, 2008 shall be capped at a maximum of twenty (20) days.

Vacation may be taken in one-half (½) day increments. Employees are allowed to carry over three (3) vacation days from year to year.

**Section 9.1**

In the event of the death of an employee, his/her family shall receive the employee's unused credited vacation pay, provided, vacation days credited on July 1<sup>st</sup> of the employee's last year of employment shall be prorated for purposes of such payout for the period from July 1<sup>st</sup> through the employee's last workday.

**Section 9.2**

All vacations are subject to the written approval of the employee's immediate supervisor. No more than one (1) custodian per building shall be approved for vacation at any one time. No vacations shall be scheduled during the period of two (2) weeks before and two (2) weeks after the first day of school, and the period one (1) week after the last day of school. No more than two weeks vacation may be taken by any bargaining unit member during the summer months defined as days students are not in school during summer.

**Section 9.3**

**Master Schedule** - Within the notification date timeframe set forth below ~~the~~, all employees shall be provided with an opportunity to request vacation time for the months listed. At the conclusion of the notification date timeframe, a master vacation schedule shall be developed by the Facilities Manager and shall be based entirely on seniority of the individual requests. Employees may request their yearly allocation but may choose any number less than their yearly allocation for this pre-approval process.

**Notification Date Timeframe:**

**For Dates:**

February 1-14, 2017

September 1, 2017-August 31, 2018

February 1-14, 2018

September 1, 2018-August 31, 2019

February 1-14, 2019

September 1, 2019-August 31, 2020

After the Master Calendar is finalized, employees may request other vacation dates by notifying the Facilities Manager or his/her designee. These requests will be approved on a "first come, first serve" basis.

- A. For requests of less than five (5) days, a minimum of forty-eight (48) hours notice shall be provided. For requests of one week or longer (more than five (5) days), thirteen (13) days notice shall be provided. The supervisor may waive this requirement.
- B. The employee shall receive notification of approval or denial via the employee's Bard of Education email address for the vacation request of one (1) week or more within five (5) days of the request.

**ARTICLE X**  
**JURY DUTY & MILITARY LEAVE**

Custodians and maintenance personnel on jury duty will be paid their regular salary less the amount they receive as jury pay. Employees shall cooperate with the Superintendent of Schools in obtaining an excuse from jury duty if requested. The continuance of such pay is contingent upon submission of evidence of required court presence. Employees who report for jury duty and are excused within the first four (4) hours of their scheduled shift shall be required to report for work on that day.

Any employee called out to active duty shall be governed by the Uniform Services Employment and Reemployment Rights Act (USERRA) upon return from active duty. Any employee called to reserve training of two weeks or less shall be paid the regular salary less the amount they receive in military pay.

**ARTICLE XI**  
**WAGES**

In each fiscal year, all employees shall be paid on a bi-weekly commencing with the first paycheck issued in the new fiscal year.

There may be a three (3) week period between the last pay in the previous fiscal year and the first pay in the new fiscal year.

In the event that there will be a three (3) week period between the last pay in the previous fiscal year and the first pay in the new fiscal year, the Board will provide the Union with advance written notice and a reasonable opportunity to meet to discuss payment options for such three (3) week period of time.

The meeting will be held between the Superintendent or his/her designee, the Business Manager, the AFSCME representative and the local union president.

The Board shall have the option of issuing twenty six (26) paychecks during a fiscal year at its discretion with advanced notification to the employees and the union. Effective within thirty (30) days of the parties' agreement (via negotiations, mediation or arbitration) on the collective bargaining agreement commencing on July 1, 2016, all bargaining unit employees shall be paid by direct deposit.

Accordingly, all remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Board to implement direct deposit.

Wage rates are as listed in Appendix B of this Agreement.

**ARTICLE XII**  
**INSURANCE**

All permanent employees who are employed by the Board of Education and who work thirty (30) hours or more each week for at least one hundred eight-six (186) days each year shall receive benefits as described below or substantially equivalent coverage through an alternate carrier. The one employee who currently works twenty five (25) hours per week, for at least one hundred eighty-six (186) days each year shall receive benefits as described below or substantially equivalent coverage through an alternate carrier.

- A. The Board shall provide healthcare coverage through Anthem Blue Cross Blue Shield as shown on the Plan summary attached as Appendix C.
- B. The Board shall provide dental coverage with dental Rider A and Rider B.
- C. **Life Insurance**: The Board will pay one hundred percent (100%) of the cost of a life insurance policy in the amount of sixty thousand dollars (\$60,000.00) for each eligible employee; employees may buy up to a policy in the amount of one hundred thousand dollars (\$100,000.00) if it is allowed by the plan.
- D. A bargaining unit member may elect to waive all health insurance benefits and, in lieu therefore, be remunerated in the amount of forty percent (40%) of the applicable single C.O.B.R.A. rate or premium as appropriate to a maximum of three thousand dollars (\$3,000.00).

Such remuneration shall be paid twice per year, on or about December 1<sup>st</sup> and June 1<sup>st</sup>. A member choosing this option shall be able to change their option on July 1<sup>st</sup>, for any reason, and no more than one time during each year if there has been a significant change in the member's circumstances, such as divorce, death of a spouse, etc., which warrants such change in option. Such request for change must be presented, in writing, to the Business Manager at least sixty (60) days prior to the beginning of the month in which the change is to take effect. Upon receipt of the revocation of waiver, coverage by the insurer shall be subject to any regulations, which may include waiting periods and proof of insurability, which may then be in effect. Waivers under this section are subject to the approval of the applicable insurance carrier.

- E. Any employee, who retires under the normal retirement age from the Town's Pension Plan, shall be entitled to purchase health insurance through the Board up to the time the employee is eligible for Medicare. Said costs shall be paid by the employee.

**ARTICLE XIII**  
**MISCELLANEOUS**

**Section 13.0 – Clothing Allowance**

Each contract year, the Board shall pay the sum of two hundred seventy-five dollars (\$275.00) to all full-time maintenance employees and the sum of one hundred seventy-five dollars (\$175.00) to all full-time custodial employees as a clothing allowance.

Each contract year, three (3) uniform shirts shall be provided to each bargaining unit member. If more than three (3) shirts are required, the Board shall provide at no additional cost to the employee. Said uniform shirts shall be worn by employees at all times when on duty except when school is not in session for the summer. Attire shall be kept neat and professional.

Each permanent part-time employee shall receive a clothing allowance equal to one-half of the above.

**Section 13.1**

Employees, who use their personal automobiles on business assignments, following prior authorization by administration, will be compensated at the IRS approved rate. In addition to a mileage allowance, compensation will be made for related charges such as parking lot fees and toll charges upon presentation of receipts. Employees who use their own automobiles for school business assignments are responsible for the following:

- A. Their own liability insurance;
- B. Payment of all casualty losses due to accident; and
- C. Payment of all fines, including parking tickets.

**Section 13.2**

- A. The Employer shall provide each employee with one (1) copy of this contract within thirty (30) days after the signing date.
- B. New employees will be provided with one (1) copy of this contract at their time of hire.
- C. The Employer shall provide five (5) original signed contracts for Council #4 at the time of signing.
- D. The cost of providing such contracts shall be shared equally between the Employer and the Union.
- E. Each employee shall sign for the document, acknowledging his/her obligation to read, understand and be bound by its terms.

### **Section 13.3**

Upon written request, and with the prior approval of the Superintendent of Schools, the Union may call meetings at reasonable times and no more than one (1) per month in a school building before or after regular working hours, provided such meetings do not conflict with other scheduled activities or programs.

### **Section 13.4**

Upon twenty-four (24) hours advance notice, the Union Staff Representative who services the bargaining unit will be allowed access to any of the Employer's buildings and/or property where bargaining unit employees are working at any time during regular working hours provided that, during the regular school day, he/she shall first notify the building office of his/her presence in the building, and does not interfere with the maintenance and production work of bargaining unit employees.

### **Section 13.5**

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

### **Section 13.6**

Both parties to this Agreement shall mutually endeavor to cooperate in the enforcement of safety rules and regulations.

### **Section 13.7**

The Board shall implement a Professional Growth Program to encourage continued and active participation in professional growth. It is designed to improve service to the School District and the professional development of the employees. It is also designed to provide continuous education and is intended to recognize an employee's voluntary effort to increase his/her general or specific value to the district as shown and defined in APPENDIX D.

### **Section 13.8**

The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this Section promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the

remittance. The Union agrees to hold the Board harmless from any claim arising as a result of any deduction made pursuant to this Section.

**Section 13.9**

In the event of any illness or injury that 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 from the date of injury or illness, the Board shall have the right to retire or discharge the employee.

**ARTICLE XIV**  
**PENSION PLAN**

Members of the bargaining unit hired prior to July 1, 2014 shall, during the term of this Agreement, be covered by the Town of Stonington Retirement Plan in accordance with its eligibility requirements and its terms.

Employees hired on or after July 1, 2014 shall be covered by the Town of Stonington 401(a) Retirement Plan in accordance with its eligibility requirements and its terms. Eligible employees shall be required to contribute a three percent (3%) pre-tax contribution toward the 401(a) Plan with the Town of Stonington contributing a five percent (5%) pre-tax contribution, provided, such contribution rates shall be subject to any modifications or amendments to the Plan implemented by the Town of Stonington.

**ARTICLE XV**  
**CLASSIFICATIONS**

**Section 15.1**

In the performance of his/her duties, the custodial employee and laborer will be under the direction of the Principal, Facilities Manager or his/her designee and subject to the general direction of the Business Manager or his/her authorized representative.

**Section 15.2**

In the performance of his/her duties, the maintenance employee will be under the control of the Facilities Manager and subject to the general direction of the Business Manager or his/her authorized representative.

**Section 15.3**

**Responsibilities.** The custodial and maintenance personnel are charged with the responsibility of making the schools safe, clean, warm, sanitary, and attractive and in good repair. Because of the custodian's influence upon children, his/her speech, attitude and manner of dress should reflect the spirit of the school. Custodians will cooperate

with the principals, teachers and Facilities Manager and represent the school in the community as a responsible citizen and loyal employee of the Board.

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

It is recognized that the management of the schools, the control of school property and the maintenance of order and efficiency is solely the responsibility of the Board. Accordingly, the Board retains the right, including, but not limited to, the selection and direction of the working forces, including the right to hire, suspend, discipline or discharge for just cause, to assign, promote or transfer in accordance with the bidding provisions of the Agreement, to determine the amount of overtime to be worked, to lay off employees because of lack of work, to decide the number and location of its facilities, stations, and buildings, to determine the work to be performed within the bargaining unit, to determine maintenance and repair needs and requirements, to select, procure, design and control equipment and material, to purchase services of others, contract or otherwise, and to make reasonable rules which shall not be inconsistent with this Agreement. Except as these rights shall be specifically limited elsewhere in this Agreement, they shall be reserved for the Board of Education and its authorized representative.

**ARTICLE XVII**  
**SAVINGS CLAUSE**

In the event that any article, section or portion of this Agreement is declared invalid by agreement, statute or a legal process, then such specified article, section or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain effective and negotiations concerning the portion ruled invalid shall begin promptly between the parties.

**ARTICLE XVIII**  
**CONTRACT INTERPRETATION**

As used in this Agreement, the term "Superintendent of Schools" refers to the Superintendent or his/her designee.

**ARTICLE XIX**  
**DISCIPLINARY PROCEDURE**

No employee shall be disciplined without just cause. The employer or employee shall not use any tactics or create an atmosphere that would be used to aggravate, agitate, or cause to infuriate employees, causing a hostile environment.

Disciplinary actions issued to employees shall be accompanied with a Weingarten Rights reminder form to be signed by the employee and supervisor/manager and shall normally follow this order:

- a. verbal warning
- b. written warning
- c. suspension
- d. discharge

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

The discharge of a probationary employee shall not be subject to the grievance procedure set forth under Article XX.

## **ARTICLE XX** **GRIEVANCE PROCEDURE**

### **Section 20.0 – Definition**

A grievance is hereby defined as the misapplication or misinterpretation of a specific section of the contract to a specific employee or group of employees. All grievances shall be in writing on a grievance form and shall be filed within ten (10) working days of the act or omission complained of. All grievances shall set out the specific section of the contract alleged to be misapplied or misinterpreted, the alleged harm or damage to the employee and the proposed resolution to the grievance on a form to be mutually developed between the parties.

#### **Step I**

If a bargaining unit member feels that he/she has a grievance, the matter shall first be discussed with either the Facilities Manager or his/her designee or the Business Manager in an effort to informally resolve the grievance.

#### **Step II**

If the grievance is not settled in Step I, the aggrieved may submit the written grievance described above in section 20.0, Definition, to the Superintendent of Schools within ten (10) working days of the act or omission complained of.

Within ten (10) working days of the receipt of such request, a conference with the aggrieved and/or his/her representative, the Facilities Manager or his/her designee and/or the Business Manager and the Superintendent of Schools shall take place.

If the matter is not resolved at this conference, the Superintendent shall within five (5) days give an answer in writing to the Union with copies to the aggrieved employees(s).

### **Step III**

- (a) If the decision of the Superintendent at Step II is not accepted by the aggrieved, the aggrieved shall within five (5) working days make a written request for a meeting with the Board. Said meeting shall take place within twenty-one (21) working days of the written request.

The decision shall be made by the Board of Education within ten (10) working days after the meeting and conveyed in writing by the Superintendent to the aggrieved employee(s) and the Union.

- (b) The Union shall have the right to request mediation of grievance before the Connecticut State Board of Mediation and Arbitration within ten (10) working days of the decision or lack thereof by the Board of Education in Step III (a). Such request shall be in writing and a copy submitted to the Superintendent simultaneously with the request to the state.

### **Step IV**

If no settlement is effected within fifteen (15) working days of the answer at Step III, the Union may process any discharge grievance to arbitration by submitting it to the American Arbitration Association with a written copy to the other party. The Union may process all other grievances to arbitration by submitting them to the Connecticut State Board of Mediation and Arbitration with a written copy to the other party. The applicable arbitration forum shall hear the grievance under its rules and regulations and its decision shall be final and binding upon the Employer, the employee(s) and the Union. All costs of filing for arbitration or the arbitration services shall be shared equally by the parties.

### **Time**

When the Employer fails to render a decision within the time limits specified in the grievances procedure, the Union may proceed to the next step of the grievance procedure. Time limits specified may be extended by mutual agreement in writing.

### **Section 20.1**

The arbitrator shall not have the power to alter, amend, add to or subtract from the provisions of this Agreement and it is understood that the arbitrator shall give the parties the specific benefits negotiated and no others.

### **Section 20.2**

The time limits contained in the Article may be extended by mutual agreement of the parties in writing on a case-by-case basis.

**Section 20.3**

**Timeliness is of the essence.** The time limits contained in the Article shall be strictly construed and enforced. Any previous failure to enforce or an agreement to extend, the time limits herein shall not constitute a waiver of those time limits in any future case.

**Section 20.4**

Up to two bargaining unit members and the grievant shall be afforded the necessary time off without loss of pay for the grievance procedures.

**ARTICLE XXI**  
**LONGEVITY**

A. Each permanent employee who is employed by the Board of Education prior to July 1, 2008 and who works twenty (20) hours or more each week for at least one hundred eighty (180) days each year shall be entitled to longevity pay based on the following schedule:

**As of July 1<sup>st</sup> of each contract year, completion of:**

3 years of full-time employment – 1% of annual salary

5 years of full-time employment – 2% of annual salary

10 years of full-time employment – 5% of annual salary

15 years of full-time employment – 7% of annual salary

20 years of full-time employment – 9% of annual salary

25 years of full-time employment – 10% of annual salary

Payment for this benefit will commence on the anniversary month of the year during which the employee becomes eligible.

B. Employees hired after July 1, 2008 will be eligible for longevity as follows:

**As of July 1<sup>st</sup> of each contract year, completion of:**

5 years .....	\$300
10 years .....	\$500
15 years .....	\$700
20 years .....	\$1,000

Longevity will be paid by separate check on or about the employee's anniversary date.

**ARTICLE XXII**  
**LEAVES OF ABSENCE**

Leaves of absence without pay for up to six (6) months may be granted by the Business Manager in cases of exceptional need for those employees who have acquired seniority, with a minimum of one (1) year employment. Leaves may be granted for such reasons as military, study or personal business, but not for the purpose of obtaining gainful employment elsewhere. Leaves of absences shall be granted based upon the operational needs of the Board. Leaves of absences shall also conform to the regulations listed in the Family and Medical Leave Act of 1993. Unless required by applicable law, a denial of a leave of absence shall not be subject to the grievance procedure set forth under Article XX.

**ARTICLE XXIII**  
**DURATION**

**Section 23.0**

This Agreement shall become effective July 1, 2016 and shall remain in effect until, June 30, 2020 and from year to year thereafter unless either party notifies the other no less than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.

In the event that 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.

This Agreement constitutes the full agreement of both parties.

**Section 23.1**

This Agreement shall remain in full force and effect during such negotiations in accordance with the provisions of the Municipal Employee Relations Act.

**STONINGTON BOARD OF EDUCATION**

**LOCAL 1303 - 170 OF  
COUNCIL #4 AMERICAN  
FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES AFL-CIO**

By: 

Date: 7/14/16

By: 

Date: 7/12/16

By: 

Date: 7-12-16

By: 

Date: 7/13/16

**Appendix A**  
**Seniority List**

Hire Date	NAME
	<b>CUSTODIANS</b>
1/13/1982	Jim Sousa
7/26/1982	Ernie Carreiro
10/3/1983	Terry Logan
6/8/1987	Larry Moosey
10/15/1992	Manny Santiago
10/25/1994	Alan Buck
8/19/1998	Mike Lindeborg
6/1/2000	Sam Piccolo
10/20/2000	Jose Pinto
10/9/2001	Travis Bogue
3/1/2002	Steve Ravenelle
10/29/2002	Evan Payne
1/2/2003	David Reed
10/18/2004	Carlos Botelho
3/21/2005	Duke Carey
8/15/2005	Bob Connell
12/19/2005	Ed Kosztala
9/11/2006	Angelo Guido
8/22/2008	Bo Cintron
4/9/2009	Dave Peduzzi
7/9/2015	Rolando de Oliveira

	<b>MAINTENANCE</b>
5/30/1977	Dominic Diangi
4/1/1988	Bernie Worden
7/31/2000	Robert Mitchell
12/6/2002	Scott Howard
7/20/2005	Duke Carey

**Appendix B**  
**Wages**

<b><u>Contract Year</u></b>	<b><u>2016-2017</u></b>	<b><u>2017-2018</u></b>	<b><u>2018-2019</u></b>	<b><u>2019-2020</u></b>
	<b>2.5%</b>	<b>2.0%</b>	<b>2.0%</b>	<b>2.5%</b>
<b><u>Laborer</u></b>				
Step 1	\$17.55	\$17.90	\$18.26	\$18.72
Step 2	\$17.91	\$18.27	\$18.64	\$19.11
Step 3	\$18.26	\$18.63	\$19.00	\$19.48
Step 4	\$18.62	\$18.99	\$19.37	\$19.85
<b><u>Custodian II</u></b>				
Step 1	\$21.72	\$22.15	\$22.59	\$23.15
Step 2	\$22.18	\$22.62	\$23.07	\$23.65
Step 3	\$22.63	\$23.08	\$23.54	\$24.13
Step 4	\$23.45	\$23.92	\$24.40	\$25.01
<b><u>Custodian I</u></b>				
Step 1	\$22.50	\$22.95	\$23.41	\$24.00
Step 2	\$22.96	\$23.42	\$23.89	\$24.49
Step 3	\$23.41	\$23.88	\$24.36	\$24.97
Step 4	\$23.87	\$24.35	\$24.84	\$25.46
<b><u>Maintenance</u></b>				
Step 1	\$24.10	\$24.58	\$25.07	\$25.70
Step 2	\$24.56	\$25.05	\$25.55	\$26.19
Step 3	\$25.01	\$25.51	\$26.02	\$26.67
Step 4	\$25.47	\$25.98	\$26.50	\$27.16
<b><u>Skilled Trades</u></b>				
Step 1	\$29.48	\$30.07	\$30.67	\$31.44
Step 2	\$29.94	\$30.54	\$31.15	\$31.93
Step 3	\$30.39	\$31.00	\$31.62	\$32.41
Step 4	\$30.85	\$31.47	\$32.10	\$32.90

Bargaining unit employees not at the top step of their classification shall move up one (1) step on July 1, 2016, July 1, 2017, July 1, 2018 and July 1, 2019.

Except as noted below, bargaining unit employees not at the top step of their classification shall move up one (1) step on July 1, 2016, July 1, 2017, July 1, 2018 and July 1, 2019.

Step 1 Probation	Six (6) Months
Step 2 Probation	One (1) Year
Step 3 Probation	Two (2) Years
Step 4 Probation	Three (3) Years

**NOTE:** Management reserves the right to hire new personnel up to and including step 3. After the completion of the first year, employees will receive a raise (anniversary and step) on July 1<sup>st</sup> of each contract year.

**NOTE:** If an employee is hired above the first step, he/she will have a one hundred eighty (180) calendar day probationary period. At the end of the probationary period, there will be no increase until the following July 1<sup>st</sup>.

**NOTE:** The Working Foreman position will receive a one dollar and fifty cent (\$1.50) per hour differential.

## APPENDIX C

Effective July 1, 2016 the Board will provide a High Deductible Health Plan (HDHP) to full-time employees that elect to participate. The program shall be offered on a contract year basis (July 1<sup>st</sup> to June 30<sup>th</sup>) with open enrollment to be available in June.

The HDHP shall have a \$2,000.00 single and \$4,000.00 two-person/family deductible for in network services.

Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$10.00 Generic/\$25.00 Brand Name/\$40.00 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

- Bariatric bypass surgery (covered);
- Infertility benefits are subject to the state mandate limits;
- High-cost diagnostics: 0% after deductible (in-network). Prior authorization required.

Out of pocket maximum: in network \$4,000.00 for the individual and \$6,850.00 for the family.

Out of network medical services will be subject to an 80% plan/20% member coinsurance.

Out of pocket maximum: out of network \$4,000.00 for the individual and \$8,000.00 for the family.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses.

- For the July 1, 2016 through June 30, 2017 contract year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2016 through June 30, 2017 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2016.

- For the July 1, 2017 through June 30, 2018 contract year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2017 through June 30, 2018 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2017.

- For the July 1, 2018 through June 30, 2019 contract year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2018 through June 30, 2019 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2018.

- For the July 1, 2019 through June 30, 2020 contract year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the employee's established Health Savings Account ("HSA").

For the July 1, 2019 through June 30, 2020 contract year, the Board's contribution toward the deductible will be deposited into the HSA accounts on or about July 1, 2019.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her HSA bank account.

A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

The HDHP described above shall be the core insurance plan. For any eligible employee wishing to enroll in a PPO plan, the Board will contribute toward the cost of that plan, an amount equal to the following: the dollar amount contributed by the Board toward the premium of the HDHP for the employee's coverage level (single, two-person or family coverage). Any employee enrolled in the PPO plan shall pay the full difference between the dollar amount contributed by the Board and the full cost of the PPO plan.

### **PPO Plan Design**

Office co-pay	\$30.00
Specialist co-pay	\$45.00
High Cost Diagnostic	\$50.00
ER co-pay	\$150.00
UC co-pay	\$75.00
Outpatient co-pay	\$500.00
Inpatient co-pay	\$500.00 (up to \$2,000.00 per stay)
Unlimited lifetime maximum	

### **Prescriptions**

\$10/\$20/\$35  
\$500.00 calendar year maximum

### **Out of Network**

Deductible	\$1,500.00/\$2,250.00/\$3,000.00
Co-insurance	30%
Out-of-pocket max	\$3,000.00/\$4,500.00/\$6,000.00
Unlimited lifetime maximum	

A health reimbursement account (“HRA”) will be offered to any eligible employee for health insurance who is not eligible for a HSA. The Board’s annual contribution toward the HRA shall be equal to the annual contribution toward the HSA (based upon the employee’s level of insurance (single, single + 1 or family)).

A new employee shall be eligible for coverage under the health and dental insurance plans offered by the Board effective on the first day of the month subsequent to the date that he/she commences work for the Board.

Additionally, an employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30<sup>th</sup> of the applicable contract year.

<b><u>Premium Share Contribution</u></b>	<b><u>HDHP</u></b>
Year 1 (July 1, 2016 – June 30, 2017):	14.5%
Year 2 (July 1, 2017 – June 30, 2018):	15%
Year 3 (July 1, 2018 – June 30, 2019):	15.5%
Year 4 (July 1, 2019 – June 30, 2020):	16%

In the event that the Board’s renewal rate from a contract year to the subsequent contract year increases by five percent (5%) or more, the parties agree that the Board may change or substitute insurance plans (or carriers) provided the level of benefits are substantially equivalent to or better than the existing plan. The “substantially equivalent to or better than” standard shall be applied on an overall plan benefit basis and shall not be benefit specific.

## **Appendix E**

### **Professional Growth Program**

Stonington Public School District encourages continued and active participation on the part of classified employees in professional growth activities designed to improve service to the district and the professional development of the employee.

Professional growth is the continuous, purposeful engagement in study and related activities to retain and extend high standards of performance by classified employees.

The Professional Growth Program is designed to provide an opportunity for professional and personal growth for classified employees through continuing education. It is intended to recognize an employee's voluntary effort to increase his/her general or specific value to the District.

#### **Eligibility**

All permanent full-time classified employees who have been employed for a minimum of one continuous year qualify for participation in the Professional Growth Program. Individuals on leave are not eligible to participate during the leave period.

If the district gives release time to an employee or pays for any fees in conjunction with a training program, such program will not qualify for professional growth credit.

#### **Professional Growth Committee**

A committee composed of one District Representative and one Union representative will be established. The duties of the committee are as follows:

- 1) Evaluate all activities for professional growth credit and approve or deny all applications.
- 2) Recommend additional or revised procedures as necessary
- 3) Schedule meetings as needed to evaluate applications

#### **Procedure**

It shall be the responsibility of the employee to submit to the Professional Growth Committee a request form for course or hour approval prior to the completion of the course or activity.