

AGREEMENT
BETWEEN THE
COVENTRY BOARD OF EDUCATION
AND
LOCAL #1303-075, COUNCIL #4
CUSTODIANS
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES

July 1, 2018 – June 30, 2021

<u>TABLE OF CONTENTS</u>	<u>Page</u>
Article I - Recognition	1
Article II - Management Rights	1
Article III - Union Security	2
Article IV - Seniority	3
Article V - Hours of Work – Overtime and Holiday Pay	5
Article VI - Holidays	6
Article VII - Vacations	7
Article VIII - Leave	8
Article IX - Grievance Procedure	10
Article X - Disciplinary Action	11
Article XI - Wages	12
Article XII - Safety, Clothing and Uniforms	12
Article XIII - Insurance and Pension	13
Article XIV - Miscellaneous	16
Article XV - Savings Clause	16
Article XVI - Duration	16
Appendix A - Wage Schedule	18

WORKING AGREEMENT
BETWEEN
THE BOARD OF EDUCATION, TOWN OF COVENTRY
and
LOCAL #1303 OF COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

This agreement is entered into by and between the Coventry Board of Education, hereinafter referred to as the "Board" and Local 1303 of Council #4 AFSCME, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I – RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours and other conditions of employment for all custodial and repair and maintenance employees working fifteen (15) hours or more per week, excluding the supervisor of maintenance and students used to assist the custodians during the school year.

ARTICLE II – MANAGEMENT RIGHTS

The Board of Education has and will continue to retain, whether exercised or not, all of the powers specified in Conn. Gen. Stat. §10-220, which is incorporated herein by reference, and has and will continue to retain exclusively whether exercised or not, all of the rights, powers and authority not specifically relinquished, abridged, or limited by the provisions of this agreement; it shall have the sole right, responsibility and prerogative of management of all of the affairs of the schools and the direction of the working forces including but not limited to the following:

- a. To determine the care, maintenance and operation of its facilities and equipment used for and on behalf of the purposes of the Board of Education;
- b. To establish or continue policies, practices and procedures for the conduct of school business, and from time to time, to change or abolish such policies, practices, or procedures, provided the employees are notified in writing of such changes;
- c. To employ, transfer, or promote employees, to demote employees for just cause, or to lay off, terminate, or otherwise relieve employees from duty for lack of work, budgetary cuts or other legitimate reasons when it should be in the best interest of the Board or of the schools.
- d. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the schools; provided the employees are notified in writing of such rules;

- e. To establish job descriptions and job classifications, and, from time to time, change such job descriptions and job classifications, and to ensure that incidental duties connected with departmental operations whether enumerated in job description or not, shall be performed by the employees;
- f. The above rights responsibilities and prerogatives are inherent in the Coventry Board of Education and the Superintendent of Schools and are not subject to delegation in whole or in part.

ARTICLE III – UNION SECURITY

- 3.0 All employees in the bargaining unit as defined in Article I above shall, 45 days from the date of this Agreement or from the date of their employment by the Board, become and remain members of the Union, or pay a service fee in an amount as determined by the Union in accord with applicable law, during the term of this Agreement or extension thereof, as a condition of employment.
- 3.1 A union representative shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation shall be held within five (5) days of the employee's hire date. The orientation may be scheduled during the newly hired employee's working hours at a time agreed to by the newly hired employee's immediate supervisor, not to exceed thirty (30) minutes in duration. The meeting shall not take place during the union representative's working hours.
- 3.2 Upon receipt of a signed authorization card the Board shall deduct from the employee's pay, the first payroll of each month, such initiation fees and/or dues as the Union shall determine. The Union agrees to hold the Board harmless from damages arising from the making of authorized deductions.
- 3.3 If, for any reason, an employee has no pay available from which the dues may be deducted, the deduction will take place beginning with the payroll period in which he or she has pay available and such payments shall continue on a bi-weekly basis until the back deductions are fully paid.
- 3.4 The Union shall hold the Board harmless and indemnify the Board against all claims, or demands of any sort, including attorneys' fees, arising out of or as a result of this Article.
- 3.5 The amount of dues shall be certified by a responsible Union officer in writing and may be raised or lowered by the Union at any time upon notification by said officer to the Board.
- 3.6 Deductions as provided in Sections 3.2 and 3.5 shall be remitted to the Council #4 office of the Union no later than fifteen (15) days after such deductions have been made along with a list of employees from whom the deductions have been made.

- 3.7 The employees agree, individually and collectively, that there shall be no strikes, slow-downs, concerted refusal to work or other interference with the orderly operation of the Coventry Public Schools.

The Board agrees that there will be no lockout of any of its employees during the life of the Agreement.

- 3.8 At least one bulletin board shall be reserved at an accessible place in each building for the exclusive use of the Union for the posting of official Union notices or announcements. The bulletin board shall be provided and maintained by the Union.
- 3.9 The Board shall provide copies of the contract to the employees upon request. New employees shall be supplied a copy of the contract at the time of hire. The Council #4 office shall be supplied with five (5) signed contracts at the time of signing.
- 3.10 Prior to changing any established condition of employment, the Board shall negotiate with the Union in accordance with law. This section shall not be subject to the grievance and arbitration provision of this Agreement.
- 3.11 Upon prior notice and subsequent approval from the Superintendent and/or his/her designee, Union representatives shall be provided reasonable access to its members, on school premises, for the purpose of transacting union business. The Union agrees that such business shall not unduly interfere with the District's operations or an employee's performance of job duties. The Superintendent and/or his/her designee's approval shall not be unreasonably withheld.
- 3.12 On an annual basis, the Employer shall provide the Union with the following information regarding each employee in the bargaining unit:
- (a) name;
 - (b) position and classification;
 - (c) home and work site addresses where the employee receives interoffice and/or US mail; and
 - (d) home and work site telephone numbers.

ARTICLE IV – SENIORITY

- 4.0 The Board shall prepare a list of employees showing their seniority in length of service and deliver the same to the Union on December 1st of each year. Employees regularly scheduled to work twenty (20) or fewer hours per week shall acquire seniority based on actual hours worked. Employees regularly scheduled to work twenty (20) or fewer hours per week hired on or before July 1, 2005, shall

receive seniority on a prorated basis of fifty percent (50%) for time worked from their date of hire until July 1, 2005.

- 4.1 New employees shall serve a probationary period of six (6) calendar months and shall have no seniority rights during this period. During the first year of employment, new employees shall not advance a Step on the Wage Schedule, as set forth in Appendix B of this Agreement, if hired within forty-five (45) days prior to July 1 of any given calendar year. New employees shall be subject to all other provisions of this Agreement except the grievance procedure in the event of disciplinary action or dismissal. All employees who have completed the probationary period shall acquire length of service records as of the date of their employment.
- 4.2
 - (a) All vacancies and new positions shall be posted for a period of seven (7) calendar days, prior to filling such vacancies or new positions. An employee wishing to be considered for assignment to a vacancy or new position may personally or through their Steward submit a request to their immediate supervisor.
 - (b) Copies of the job posting and a list of the persons bidding for the job shall be sent to the Union secretary at the end of the posting period.
 - (c) Vacancies in the Maintenance classification shall be filled by the Superintendent of Schools on the basis of whom, in the Superintendent's view, is the best qualified for the position. Vacancies (other than Maintenance) shall be filled on the basis of qualifications, which shall include training, experience, oral interview, and seniority. In the event that the qualifications for two (2) or more applicants are relatively equal, as determined by the Superintendent, the qualified applicant with the greatest departmental seniority shall be appointed to the vacancy.
 - (d) The successful candidate for the vacancy or new position and the Union President shall be notified in writing of the appointment. All such appointments shall generally be made not later than fifteen (15) days after the close of the posting period.
- 4.3 When an employee is retained in a vacancy or new position for a period of sixty (60) work days, then he or she shall be considered qualified and allocated to said position, if the position continues to exist; otherwise he or she shall return to his or her former position.
- 4.4 A layoff is defined as the involuntary, non-disciplinary separation of an employee from Board employment. Layoffs shall take effect as follows:
 - (a) The employee with the least seniority within a classification shall be laid off first. Positions within the Custodian classification include Head Custodian, Lead Custodian, and Custodian. Positions within the Maintenance

classification include Maintenance, Maintenance/Custodian, and Maintenance Helper.

- (b) In the event that more than one employee in the same classification has the same date of hire, part-time employees shall be laid off before full-time employees. In the event that more than one full-time employee within a classification has the same date of hire, layoff shall be determined in the sole discretion of the Superintendent or his or her designee.
 - (c) The Board shall give written notice to employees affected by any layoff no less than fourteen (14) calendar days before the effective date thereof.
- 4.5 For a period not to exceed eighteen (18) months following the date of layoff, a laid-off employee shall be placed on a recall list maintained by the Board. Laid off full-time employees, within classification, with the most seniority shall be recalled first. Seven (7) days written notification to last known address shall be sufficient notification. Refusal to accept the position when offered results in removal from the recall list.
- 4.6 Officers and Stewards of the Union, not to exceed two (2), shall have super-seniority in the event of a layoff.
- 4.7 The Board agrees not to send out or accept bids for contractual services performed by the employees in the bargaining unit unless there are no employees available to perform the required services or in the judgment of the Board there is an overload of work or the work is of a nature that cannot readily be performed by the employees.

ARTICLE V – HOURS OF WORK – OVERTIME AND HOLIDAY PAY

- 5.0 The basic work day shall be eight (8) hours a day, five (5) days a week, Monday through Friday exclusive of lunch time. Employees shall take one-half hour for a duty-free lunch at a time designated by the building principal. Employees may, with the permission of the building principal or his or her designee, leave the building during their lunch.
- 5.1 Time and one-half shall be paid for:
 - (a) All work actually performed in excess of forty (40) hours in one (1) week. For the purpose of this section only, vacation time, sick time and paid holidays shall be considered work actually performed.
 - (b) All work performed on high school graduation day shall be a minimum of eight (8) hours.

- 5.2 Double time shall be paid for:
- (a) All work performed on Sunday as such.
 - (b) All work performed on holidays plus regular holiday pay.
- 5.3
- (a) Full-time employees shall be given preference on all overtime assignments.
 - (b) All overtime work shall be divided as equally as possible among employees within schools with weekend work given on a rotating basis.
 - (c) If an employee is scheduled overtime and does not avail himself/herself of the opportunity to work, he or she will be charged with the scheduled overtime as if he or she had worked.
 - (d) Employees are required to report for work in emergencies, except in the case of a state emergency when the roads are closed.
 - (e) Overtime hours of all employees in the bargaining unit shall be posted on a suitable bulletin board every three (3) months.
- 5.4 An employee called in to work outside his or her regularly scheduled working hours, i.e. emergency situations, etc., excluding scheduled overtime assignments, shall be paid a minimum of three (3) hours at one and one-half time his or her regular hourly rate if the call-in is from Monday through Saturday or holidays, double his or her regular hourly rate if the call-in is on Sunday.
- 5.5 An employee asked to turn the alarm off for weekend or holiday activities or turn the alarm on after the weekend or holiday activity shall be compensated at the rate of one hour and one-half (1 ½) for actual time worked, whichever is greater for turning the alarm off, and one hour and one-half (1 ½) for turning the alarm on.

ARTICLE VI – HOLIDAYS

- 6.0 (a) The following holidays shall be observed as days off with full pay for full-time employees:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	and day after
President's Day	Labor Day	Christmas Day
Good Friday	Columbus Day	and day after
		Floating Holiday

(b) The following holidays shall be observed as days off with full pay for part-time employees:

New Year's Day
Memorial Day

Independence Day
Labor Day

Thanksgiving Day
Christmas Day

- 6.1 (a) Holidays falling on Saturday shall be celebrated on the preceding day if school is not in session. If school is in session, the employee shall receive an additional day off at a time mutually agreeable to the employee and the Supervisor of Maintenance.
- (b) Holidays falling on Sunday shall be celebrated on Monday if school is not in session. If school is in session, the employee shall receive an additional day off at a time mutually agreeable to the employee and the Supervisor of Maintenance.
- 6.2 Whenever a holiday occurs during an employee's formal leave of absence for illness under Article VII or when an employee is out on sick leave, the employee shall accept the day as a holiday with no charge to sick leave.
- 6.3 When a holiday occurs during a regular vacation, said holiday shall not be charged against the employee's earned vacation time.
- 6.4 An employee shall not be paid for a holiday if he or she fails to report for work on the regularly scheduled work day prior to or following the holiday. This section shall not apply if an employee is on authorized leave.

ARTICLE VII – VACATIONS

- 7.0 Employees shall be given vacation at their base rate on the following basis:

Beginning on the first day of the second (2 nd) year of service	10 days
Beginning on the first day of the sixth (6 th) year of service	15 days
Beginning on the first day of the eleventh (11 th) year of service	20 days
Beginning on the first day of the twentieth (20 th) year of service	25 days

For the purpose of this Section, completed service shall be calculated based on the employee's date of employment with the Board. No employee shall receive more than twenty five (25) days of vacation time in any contract year.

Beginning on the first day of the second (2nd) year of service, part-time employees shall receive five (5) days of paid vacation.

Payment for vacation days shall be calculated based on an employee's regular work schedule.

- 7.1 (a) Pro-rated vacation pay or vacation days shall be granted to an employee in the event he or she terminates his or her service or is laid off, provided fourteen (14) days notice has been given in writing to the Board in instances of voluntary separation.
- (b) In the event of the death of an employee, his or her pro-rated vacation pay shall be paid to the beneficiary designated by such employee in writing on a form provided for this purpose that shall be retained in his or her folder.
- 7.2 In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick days to his or her sick leave by providing a doctor's certificate verifying such illness.
- 7.3 Vacations shall not be accumulated from year to year.
- 7.4 Employees eligible for vacation under this article may apply to the Superintendent of Schools or his or her designee at least two (2) weeks in advance for permission to take vacation day(s) off during the regular student school year, not to exceed five (5) consecutive days. The Superintendent or his or her designee may at his or her sole discretion grant or deny the request. It is recognized that operational and scheduling requirements may interfere on occasion with employee vacation desires.
- 7.5 There shall be no arbitrary denial of an employee's request for vacation, and grievances alleging such arbitrary denial shall be expedited to the Superintendent within five (5) days.

ARTICLE VIII – LEAVE

8.0 Sick Leave

Each employee working more than twenty (20) hours per week shall be eligible for sick leave, at current base pay of up to fifteen (15) days during a fiscal year.

Employees hired on or after July 1, 2015, may accumulate at a rate of 1.0 paid sick days per month, not to exceed twelve (12) days per year.

Each part-time custodian covered under this Agreement shall earn and accrue sick leave in accordance with Conn. Gen. Stat. Section 31-57s, as amended.

Verification of a prolonged illness being charged against accumulated sick days shall be submitted semi-monthly by attending physician.

Any full-time employee hired after September 30, 1992 may accumulate sick leave days to a maximum of one hundred and forty (140) days.

8.1 Sick leave shall only be used in the following cases:

- (a) Personal illness or physical incapacity; or

- (b) Enforced quarantine of the employee in accordance with community health regulations; or
 - (c) Illness or physical incapacity of the employee's spouse, parents, grandparents, brother, sister, child or grandchild and any relative who is domiciled in the employee's household up to a maximum of five (5) days per fiscal year.
- 8.2 The Superintendent of Schools may request a doctor's certificate after three (3) consecutive working days of absence. In addition, the first time an employee is suspected of sick leave abuse, he or she shall receive written notification detailing the reasons for such suspicion. Thereafter, if an employee is subsequently suspected of sick leave abuse, he or she shall be subject to the disciplinary process, unless the employee provides a physician's certificate excusing the employee's absence(s). Suspicion of sick leave abuse shall be defined to include, but is not limited to, the regular use of sick leave to extend holidays, vacation leave, personal days or weekends.
- 8.3 (a) Subject to the provisions of Section 8.0 of this Agreement, employees hired on or before July 1, 2009, upon retirement shall receive \$13.50 per day per unused accumulated sick leave pay (maximum 175 days).
- (b) In the event of the death of an employee, his or her unused accumulated sick leave days shall be paid to his or her named beneficiary, at the rate of \$10.50 per day.

An employee who is discharged or dismissed forfeits these provisions.

- 8.4 Nothing herein shall be construed so as to prohibit an employee from requesting additional unpaid sick leave from the Superintendent in an exceptional case.

8.5 Bereavement Leave

Each employee shall be entitled to bereavement leave with full wages not to exceed five (5) days for the death of spouse, child, parents, step-parents or stepchild of the employee. For the death of any other member of the immediate family, this absence shall not exceed three (3) days. Members of the immediate family include: parents of current spouse, grandparents, grandchildren, brothers, sisters, aunts, uncles and any relation who resides in the employee's household. Up to two (2) days off shall be granted in cases of death of brother or sister of the current spouse. All bereavement leave days must be taken at the time of death, unless exceptional circumstances exist. In such circumstances, an employee must receive written approval from the Superintendent of Schools or his/her designee to take his/her allotted bereavement leave at a later time.

8.6 Injury Leave

Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties, for which the employee is entitled to Workers' Compensation benefits.

Any employee absent due to an injury incurred in the performance of his/her duties shall be paid his/her regular weekly wage until such time as he/she receives workers' compensation benefits. Thereafter, the Board shall pay the employee the difference between his/her weekly wage and his/her workers' compensation benefits, for a maximum of six (6) calendar months.

8.7 Military Leave

Military leave shall be granted in accordance with applicable State and Federal laws.

8.8 The Board may grant leave of absence without pay. Requests for such leave shall be made in writing and shall include the length of leave required. The employee's accumulation of sick leave upon leaving shall be retained to his or her credit when he or she returns.

8.9 Employees shall be eligible for three (3) personal days per fiscal year. Personal days may be taken without loss of pay to attend to personal business which cannot be transacted outside of normal work hours. Personal days may be accumulated from year to year up to a maximum of four (4) days (one (1) day carryover plus three (3) days for current year). Two weeks' notice, if possible, must be given if three (3) or more consecutive personal days are to be taken. No more than one (1) employee from any one school shall take such three (3) or more accumulated personal days at the time except in the case of emergency.

ARTICLE IX - GRIEVANCE PROCEDURE

9.0 For the purpose of this Agreement, the term "grievance" is defined as any dispute between the Board and the Union or between the Board and the employees concerning the effect, interpretation, application, claim of breach, or violation of a specific provision of this Agreement.

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

- (a) Step One: The aggrieved employee and/or his or her steward shall, within five (5) working days of the incident, take up the grievance matter with the Supervisor of Maintenance, or his or her designee, in an effort to get the grievance resolved immediately.

- (b) Step Two: If the grievance is not settled in the first step, the grievance will be reduced to writing and submitted to the Superintendent within ten (10) working days of the incident. The Superintendent, or the Business Manager as his or her designee, will arrange a meeting with the grieving party and the Union within ten (10) working days of receipt of the grievance and attempt to resolve the issue. If the grievance is not resolved by the Superintendent, or the Business Manager as his or her designee, at the meeting with the grieving party and the Union, a written answer shall be submitted to the grieving party and the Union within ten (10) working days of said meeting.
 - (c) Step Three: If the aggrieved party and the Union are not satisfied with the answer given by the Superintendent, or the Business Manager as his or her designee, they may submit the grievance to the Board of Education within five (5) working days of the Superintendent's response. The Board shall arrange a hearing with the grieving party and the Union representative in an attempt to resolve the issue.
 - (d) Step Four: If the Union is not satisfied with the answer given by the Board, it may submit the grievance to the State Board of Mediation and Arbitration within ten (10) working days of the Board's decision to be resolved and, in the event arbitration takes place, the answer shall be final and binding. The Arbitration Panel or single arbitrator shall have no authority to add to, delete from, or otherwise to modify the terms of this Agreement in any way.
- 9.2 Nothing herein shall be construed as prohibiting an aggrieved party from handling his or her own grievance if he or she so desires, but no agreement shall be made that is contrary to any of the terms of this Agreement.
- 9.3 The Board shall allow the aggrieved employee(s) and a Union representative or officer the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in 8.1 Steps a through d.
- 9.4 The timelines set forth herein shall be considered a maximum, provided that they may be extended by mutual agreement in writing. Failure to appeal within the time limits stated shall be deemed acceptance of the last decision rendered. Failure of the Board to respond within the time limits prescribed shall be deemed a denial of the grievance, and shall permit the grievant to appeal to the next step as of the date of the time for response.

ARTICLE X – DISCIPLINARY ACTION

- 10.0 No employee shall be discharged or otherwise disciplined without just cause.
- 10.1 Disciplinary actions shall normally follow this order: (a) verbal warning, (b) written warning, (c) suspension, and (d) discharge. Certain infractions may require immediate suspension or discharge.

10.2 All disciplinary actions above may be subject to the grievance procedure.

ARTICLE XI – WAGES

- 11.0 Wage scales and classifications shall be negotiated and made a part of this agreement. At the commencement of this contract, the Board will provide the Union with sufficient copies of Job Descriptions.
- 11.1 When the Board assigns an employee to work in a higher classification, beginning with the first full day, the employee shall be paid at his or her step for the higher classification on the salary schedule. When the Director of Physical Plan and Facilities and the Head Maintainer are absent from work on authorized leave, the Maintenance person serving as Acting Head Maintainer shall receive an additional hourly stipend of \$4.50.
- 11.2 The wage schedules and classifications are attached hereto as Appendix A.
- 11.3 When an employee is promoted to a higher classification, he or she shall be placed on the next higher classification level.
- 11.4 One step increment will be granted retroactive to and effective July 1, 2018.

If an employee has been suspended for a period during the present year, his or her increment may be withheld for the new year.

- 11.5 Beginning in the sixth year of service, a lump sum award will be made during the first pay period of November (provided the employee is in-service to the Board at that time) in accordance with the longevity schedule, as follows:

Beginning 6 th year through 10 th year	\$800
Beginning 11 th year through 15 th year	\$850
Beginning 16 th year through 20 th year	\$1,000
Beginning 21 st year and over	\$1,150

For employees hired after July 1, 2009, there shall be no longevity payments until the beginning of the 11th year of service.

Employees hired on or after July 1, 2018 shall not be eligible for longevity payments.

ARTICLE XII – SAFETY, CLOTHING AND UNIFORMS

- 12.0 The Board will provide one set of foul weather gear – boots, poncho, and gloves and one set of coveralls, and will replace such gear when no longer in serviceable

condition, as determined by the Business Manager. Employees shall wear safety shoes on the job. Employees shall be paid up to \$300.00 annually for the purchase of safety shoes (up to two (2) pairs) and jeans. To be eligible for such reimbursements, an employee shall submit receipts of purchase to the Board within one (1) month of purchase. Such sum shall be paid to each employee as part of his or her first regularly scheduled payment in July.

The Board shall provide uniforms for all employees in the bargaining unit. The employee shall be responsible for washing and maintaining shirts and jackets.

- 12.1 A joint Safety Committee shall be formed by the Board and the Union and said Committee shall meet from time to time to review and recommend safety and health conditions in all schools.

ARTICLE XIII – INSURANCE AND PENSION

- 13.0 An employee, his or her spouse, and dependents may elect health insurance coverage from one of the plans described below:

A. Preferred Provider Plan with the following:

1. Thirty dollar (\$30) office co-pay.
2. Five hundred dollar (\$500) in-patient hospitalization co-pay.
3. Seventy-five dollar (\$75) emergency room co-pay.
4. Three-Tier Drug Program:
 - a. Ten dollars (\$10)/twenty-five dollars (\$25)/forty dollars (\$40) co-pay.
 - b. Unlimited annual maximum.
 - c. Two (2) times the applicable co-pay for mail order for a ninety (90) day supply.

5. Premium Share:

Effective July 1, 2018, employees who elect coverage shall contribute sixteen and one-half percent (16.5%) of the premium costs.

Effective July 1, 2019, employees who elect coverage shall contribute seventeen percent (17%) of the premium costs.

Effective July 1, 2020, employees who elect coverage shall contribute seventeen and one-half percent (17.5%) of the premium costs.

B. High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) feature, including the following components:

1.

Cost Shares Provisions	In-Network	Out-of Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	100%	30/70% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$2,000 individual coverage/\$4,000 family coverage	\$4,000 individual coverage \$8,000 family coverage
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	30% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible	

2. The Board will contribute fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts throughout the course of the year, on the employing Board's payroll dates. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

3. HDHP/HSA Plan Premium Share:

Effective July 1, 2018, employees who elect coverage shall contribute sixteen and one-half percent (16.5%) of the premium costs.

Effective July 1, 2019, employees who elect coverage shall contribute seventeen percent (17%) of the premium costs.

Effective July 1, 2020, employees who elect coverage shall contribute seventeen and one-half percent (17.5%) of the premium costs.

If the Board determines that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under the Internal Revenue Code Section 49801, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon request of the Board or the Union, engage in midterm 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(s) so as to reduce the cost of the plan(s) 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, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

The Board shall provide individual basic dental coverage to the employee and any enrolled dependents, subject to the premium cost sharing formula for the Preferred Provider Plan. Any employee may purchase Dental Rider A provided that 100% of any additional costs are borne by the participating eligible employee.

Nothing herein shall be interpreted to prevent the Board from obtaining coverage which is substantially equivalent when considered as a whole from alternative insurance carriers, or through self-insurance, so long as there is no interruption in coverage.

The Board will offer payment in lieu of insurance benefits to each eligible Employee hired on or before July 1, 2005. The amount to be paid shall be in two (2) equal payments in December and June of each contract year, \$500 for employees with individual coverage, \$700 for employees with two person coverage, and \$1,000 for employees with family coverage.

If an employee's personal insurance changes, he/she will be allowed to forfeit the Board's payment and add insurance at anytime, subject to all premium contribution requirements provided in the Agreement.

- 13.1 The Board will provide the employee with \$30,000 term life insurance and \$60,000 in event of accidental death.
- 13.2 Personnel on leave of absence shall have the option of continuing insurance by reimbursing the cost to the Board.
- 13.3 The Pension Plan is hereby made a part of this Agreement and annexed as Appendix B.

ARTICLE XIV – MISCELLANEOUS

- 14.1 Part-time employees shall be defined as employees scheduled less than twenty (20) hours per week. Part-time employees shall be covered by all terms and conditions of this agreement, except as follows:
 - A. Article V, Section 5.0, Hours of Work
 - B. Article VI – Holiday
 - C. Article XIII – Insurance and Pension
- 14.2 When transfers are to be made, affected employees shall be afforded an opportunity to discuss the transfer and the reasons therefore. Except in unusual circumstances, any discussion requested shall occur prior to the effective date of the transfer – up to one (1) week where feasible.
- 14.3 With input from the Union, the Board shall implement an evaluation program. Such plan shall include, at a minimum, provision for the annual evaluation of all

employees. Employees rated as unsatisfactory under such evaluation shall not receive their increment or increase at the maximum as applicable, for the next year. Rating of unsatisfactory shall be subject to review under the grievance procedure.

- 14.4 Any employee required to use their own personal vehicle for school business shall be paid a transportation allowance of the current IRS rate per mile for each mile driven for such school business.

ARTICLE XV – SAVINGS CLAUSE

- 15.0 If any section, sentence, clause, or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portion of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare that it would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

ARTICLE XVI – DURATION

- 16.0 This Agreement shall become effective July 1, 2018 and shall remain in effect until June 30, 2021, and from year to year thereafter unless either party notifies the other no later than one hundred twenty (120) days from the expiration date above that it wishes to modify or change this Agreement in any manner.
- 16.1 Negotiations for a successor agreement shall commence in accordance with applicable law. This Agreement shall remain in full force and effect during negotiations for a successor agreement, in accordance with applicable law.

COVENTRY BOARD OF EDUCATION

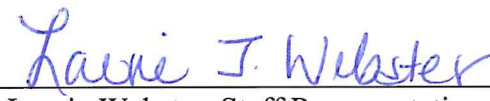
BY 
Jennifer Beausoleil, Chairman

DATE: 6/14/2018

BY 
Dr. David J. Petrone, Superintendent of Schools


DATE: 6/14/18

LOCAL 1303, COUNCIL 4, AFSCME AFL-CIO


BY 
Laurie Webster, Staff Representative

DATE: 6/18/18

FOR THE CUSTODIAN WORKERS' UNION:

BY 
Rudi Fregin, Union President


DATE: 6-18-18

BY 
Steven Tomlinson, Union Vice President

DATE: 6-19-18

BY 
Hazel Dickerson, Custodian Negotiation Committee

DATE: 6/27/18

BY 
Douglas Vining, Custodian Negotiation Committee

DATE: 6-27-18

APPENDIX A
WAGE SCHEDULE
2018-2019

Level:	I	II	III	IV	V	VI	Off Level
		<u>Head</u>	<u>Night</u>		<u>Maintenance</u>	<u>Electrical</u>	
<u>Step</u>	<u>Maintenance</u>	<u>Custodian</u>	<u>Lead</u>	<u>Custodian</u>	<u>Helper/Custodian</u>	<u>Maintainer</u>	
3	18.93	17.01	15.50	14.88	16.34		
4	19.39	17.53	15.90	15.30	16.75		
5	19.88	18.04	16.32	15.74	17.18		
6	20.35	18.55	16.74	16.16	17.60		
7	20.83	19.07	17.18	16.59	18.02		
8	22.63	20.88	18.71	18.11	19.58	30.63	22.51

WAGE SCHEDULE
2019-2020

Level:	I	II	III	IV	V	VI	Off Level
		<u>Head</u>	<u>Night</u>		<u>Maintenance</u>	<u>Electrical</u>	
<u>Step</u>	<u>Maintenance</u>	<u>Custodian</u>	<u>Lead</u>	<u>Custodian</u>	<u>Helper/Custodian</u>	<u>Maintainer</u>	
3	19.31	17.35	15.81	15.18	16.67		
4	19.78	17.88	16.22	15.61	17.09		
5	20.28	18.40	16.65	16.05	17.52		
6	20.76	18.92	17.07	16.48	17.95		
7	21.25	19.45	17.52	16.92	18.38		
8	23.08	21.30	19.08	18.47	19.97	31.24	22.96

WAGE SCHEDULE
2020-2021

Level:	I	II	III	IV	V	VI	Off Level
		<u>Head</u>	<u>Night</u>		<u>Maintenance</u>	<u>Electrical</u>	
<u>Step</u>	<u>Maintenance</u>	<u>Custodian</u>	<u>Lead</u>	<u>Custodian</u>	<u>Helper/Custodian</u>	<u>Maintainer</u>	
3	19.70	17.70	16.13	15.48	17.00		
4	20.18	18.24	16.54	15.92	17.43		
5	20.69	18.77	16.98	16.37	17.87		
6	21.18	19.30	17.41	16.81	18.31		
7	21.68	19.84	17.87	17.26	18.75		
8	23.54	21.73	19.46	18.84	20.37	31.86	23.42