

**AGREEMENT BETWEEN**

**THE WATERFORD BOARD OF EDUCATION**

**AND**

**UNITED PUBLIC SERVICE EMPLOYEES UNION**

**WATERFORD BOE CUSTODIAN AND**

**MAINTENANCE EMPLOYEES**

**JULY 1, 2016 TO JUNE 30, 2019**

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## **RECOGNITION**

1. The Waterford Board of Education (hereinafter referred to as the Board) recognizes the Waterford Custodian and Maintenance Association, United Public Service Employees Union (hereinafter referred to as UPSEU) for the purposes of the professional negotiations as the exclusive representative for all maintenance and custodial employees working a regular assignment of more than twenty (20) hours per week (hereinafter referred to as Employees) for the purpose of and with the rights and privileges as initially provided by Chapter 113 of the Connecticut General Statutes and provided by Case No. ME-5809, Decision No. 1924 and subsequently provided by Case No. ME-29,026, Decision No. 4512, of the Connecticut State Board of Labor Relations.
2. As used in this agreement, the terms "board of education" and "board" shall mean the Board or its designee. The term "superintendent of schools" or "Superintendent" shall mean the superintendent or his or her designee.

## **ARTICLE ONE** **BOARD RIGHTS, RESPONSIBILITIES AND PREROGATIVES**

1. It is recognized by both the Board and UPSEU that the Board has and will continue to retain whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in the Town in all its aspects including, but not limited to, the following: to maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the Town; to give the children of the Town as nearly equal advantages as may be practicable to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus, and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign, and transfer employees; to suspend or dismiss the employees of the schools which shall be attended by the various children within the Town; to make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law and provide for the transportation of children whenever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve books selected therefore; to approve plans for school buildings; to prepare and submit budgets and, in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement.

No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.

2. Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority, and discretion, in the proper discharge of their duties and responsibilities, to control, supervise, and manage the Board of Education and its custodial/maintenance staff under governing law, ordinances, rules and regulations-municipal, state and federal.

## **ARTICLE TWO**

### **DUTIES**

1. The properties making up the physical plant of the Waterford School System, while diverse and separate, constitute a unified whole. The work of operating and maintaining this large plant is so closely interrelated and interdependent, that specific allocation of each individual duty is not feasible. Before revising job descriptions for custodial/maintenance positions, the administration will seek input from bargaining unit members.
2. Generally, custodial employees may be reassigned to other custodial positions within the district when it is deemed to be in the best interest of the district.

However, when the reassignment of employees to a position in another school becomes necessary due to a reduction in the number of unit positions in a school, then decisions as to which employees will be transferred shall be based on the requirements of the open positions, qualifications of the employees and the needs of the Waterford School System. In the event that the above factors are equivalent for two or more employees being considered for transfer, seniority within classification shall be the determining factor in the decision.

It is understood that when voluntary transfer or involuntary reassignment of employees occurs, the transferred employee will be given a five (5) work days notice and shall have the opportunity to meet with the Superintendent or his/her designee to discuss the transfer.

3. It is the responsibility of employees to perform assigned duties in a workmanlike manner for the most efficient operation and maintenance of the system.
4. Supervising Custodians. Custodians are to comply with requests of the Supervising Custodian concerning any changes in work schedule or assignment of duties. Problems which may arise in any building are to be referred to the Director of Buildings and Grounds.
5. New Custodians and Maintenance Personnel. New personnel will be hired for a ninety (90) working day probationary period. If an employee is retained beyond the probationary period, the ninety (90) day probationary period will be included toward the calculation of years of employment for the purposes of determining vacation and pension benefits.

6. Employees shall be notified of any vacancies and/or new positions. Interested persons shall apply to the Director of Buildings and Grounds. The most senior person applying for a vacancy shall be appointed if, in the opinion of the Superintendent of Schools, they are best qualified to fill the position.

### **ARTICLE THREE** **RECLASSIFICATION**

All requests for a review of classification by the Superintendent or his/her designee must be made through the union president. It is understood that such request shall be made only when the work load or tasks involved have changed significantly. The Superintendent or his designee will give a formal decision on such requests within 30 days of the request. The decision shall not be subject to the grievance procedure.

### **ARTICLE FOUR** **NOTICE OF VACANCIES**

- 1.a. All posting under this article shall include job title, salary group, minimum qualifications, initial intended location, shift and hours of work. Applications for a vacancy are for positions in a particular group in the school system. As such, the administration may assign custodians anywhere in the system. Employees shall receive initial assignments consistent with the posting.
- b. When a vacancy in the Bargaining Unit exists (after any transfers have been completed) or a new position is created, the administration will post a vacancy internally for a period of five (5) working days. If no qualified internal candidate applies for said position, external postings shall be made. The best qualified applicant, as determined by the Board, based on such factors as the skill, ability, knowledge, experience and seniority of the employee shall be appointed to the job. All factors being equal, Bargaining Unit members will be given preference over non-Bargaining Unit members.
2. The President of the local UPSEU unit, shall be sent a copy of the notice of vacancy contemporaneous with its posting.
3. Where a vacancy occurs during the summer break, the President of the local UPSEU unit shall be notified electronically, via email and Global Connect (or similar phone notification system) within five (5) business days.
4. In the case of a transfer, if qualifications are equal as determined by the Board in its sole discretion, seniority will be the deciding factor.

**ARTICLE FIVE**  
**GRIEVANCE PROCEDURE**

1. To secure, at the lowest possible level of employer-employee relationship, solutions to problems which may arise concerning the interpretation of any provisions of this Agreement, all disputes between either an employee and the Board or between UPSEU and the Board concerning the interpretation of any provision of this Agreement shall be dealt with as follows:
2. Definitions
  - a. A grievance shall mean a complaint in writing by an employee and/or the Union that his/her rights under the specific language of this Agreement have been violated or that as to his/her there has been a misapplication or misinterpretation of the specific provisions of this Agreement.
  - b. An "employee" is a member of the bargaining unit covered by this Agreement.
  - c. "Days" unless specifically identified otherwise shall mean workdays-any day that the Superintendent's office is open for business.
3. Prerequisites. The grievance procedure shall not be applicable until and unless the employee and/or the Union has first talked with his/her immediate supervisor and in good faith attempt to resolve a problem within ten (10) days of the occurrence of the incident, or when the employee and/or the Union should have been aware of the incident in question. The employee shall state the remedy requested. Immediate supervisor shall acknowledge in writing that he/she heard the grievance. The acknowledgement shall state the name(s) of the grievant(s), the nature of the grievance, the specific articles of the contract in question, and the remedy requested by the grievant. The administration, in consultation with the union, shall prepare an acknowledgement form.
4. Step 1. If the aggrieved employee and/or the Union is not satisfied with the disposition of the grievance, or in the event that no decision has been rendered within ten (10) working days after presentation of the grievance, he/she may file a written grievance with the Director of Buildings and Grounds within five (5) working days after that decision, or fifteen (15) working days after the grievance was presented, whichever is sooner. Upon written notification, the Director of Buildings and Grounds will discuss the grievance with the party in interest and the party's Union representative. If the grievance is not resolved within five (5) days thereafter, a written statement shall be given within five (5) days by the Director of Buildings and Grounds to the employee and the Union for use in Grievance Step 2.
5. Step 2. Within ten (10) days of the receiving of the reply of the Director of Buildings and Grounds, the grievance will be submitted to the Assistant Superintendent or his/her designee. The grievance shall be discussed by the Assistant Superintendent or his/her designee and the employee and/or the Union. If the grievance is not resolved within five (5) days after submission, a written statement shall be given to the employee and/or the Union by the Assistant Superintendent or his/her designee within five (5) days for use on Step 3.

6. Step 3. Within ten (10) days of receiving the reply of the Assistant Superintendent or his/her designee, the grievance will be submitted to the Superintendent or his/her designee. The grievance shall be discussed by the superintendent (or his or her designee) and the employee and/or the Union within thirty (30) days. The Superintendent or his or her designee shall make a written statement of the action taken within thirty (30) calendar days of its submission.
7. Step 4. If the grievance is not solved under the above procedure, the Union may, within thirty (30) calendar days after the written statement by the Superintendent or his or her designee, submit the matter to arbitration. Arbitration shall be by the State Board of Mediation & Arbitration, except as set forth in this Agreement. The charges by the arbitration board shall be shared fifty (50%) percent by the Union and fifty (50%) percent the Board. The arbitrator shall hear and decide only one (1) grievance in each case. The arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement. Such arbitration shall be binding upon both parties. It is further provided that if the Superintendent or his or her designee shall elect to submit the matter to the American Arbitration Association, it shall pay the full cost of the arbitrator.

However, it is agreed by the parties that the superintendent or his or her designee may elect to submit the grievance to the American Arbitration Association by notifying the Union within seven (7) days after receipt of the Union's request for Arbitration. It is further provided that if the superintendent or his or her designee shall elect to submit the matter to the American Arbitration Association, it shall pay the full cost of the arbitrator.

8. General Provisions

- a. Either party in interest may participate in the grievance procedure without jeopardizing its standing in the community.
- b. Parties in interest may be represented by UPSEU, a local UPSEU unit representative or any representative authorized by UPSEU.
- c. All documents, communications and records germane to the processing of a grievance shall be filed separately from the permanent file of any party in interest.
- d. Only UPSEU or the Superintendent or his or her designee can process grievance into arbitration.
- e. Any grievance settlement entered into by the Board and the Union that alters any term or provision of the collective bargaining agreement, or grants an exception thereto for a specific employee, must be specifically authorized in writing by an agreement signed by both the Board and a paid UPSEU unit representative.
- f. Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort made to expedite the process. The time limit specified may, however, be extended by mutual agreement. If a grievance is not submitted

by the grievant to the next higher step in the procedure delineated in this procedure, it will be deemed settled on the basis of the answer in the step last considered.

## **ARTICLE SIX** **RESIGNATIONS**

A signed, written notice of resignation should be filed with the Superintendent of Schools at least two (2) weeks in advance of separation.

## **ARTICLE SEVEN** **WORK DAYS AND WORK YEAR**

1. Work days. The normal hours for full-time personnel shall not be less than twenty (20) hours per week nor more than forty (40) hours per week.
2. Work week. The work week for full-time personnel shall consist of five (5) days, Monday through Friday, of eight (8) hours each, with this agreement or Board policies covering holidays, vacations, and leave providing exceptions. Employees may be called in at any time in case of need. The work week of custodial and maintenance employees hired on or after July 1, 2002, shall be the same as others except they may be scheduled by the Board of Education for any five (5) consecutive day period. This provision shall apply to a maximum of four (4) such employees at any time, including one maintenance employee. Said employees shall be paid one and one-half (1-1/2) times his/her regular hourly rate for the sixth (6<sup>th</sup>) consecutive day of work and double (2x) his/her regular hourly rate for the seventh (7<sup>th</sup>) consecutive day of work. If the employee is scheduled for 40 hours a week, which work week includes Saturday or Sunday or both, there shall be no overtime payment for said Saturday or Sunday workdays notwithstanding any other provision in the contract.
3. Employees working less than twenty (20) hours per week shall be considered part-time employees. Part-time employees are not considered a part of UPSEU. Scheduling of the hours worked by part-time employees shall be at the discretion of the Board.
4. Working Hour Schedules. Under the restrictions imposed by the above, the Superintendent or his/her designee and the building principal shall set working hour schedules for the most efficient operation and maintenance of the Waterford Public Schools as determined by school hours, school programs, work loads, and any other pertinent considerations.
5. Whenever it is necessary for a custodian to be called in for any function, a minimum, of three (3) hours overtime at time and one-half will be paid, with double time to be paid on Sundays and holidays.

Whenever it is necessary for Maintenance Department employees to be called in, a minimum of three (3) hours overtime at time and one-half will be paid for such call in time, with double time for Sundays and holidays.



6. Employees who call in sick three (3) days or less prior to the availability of an overtime assignment will be ineligible for such an assignment unless no other qualified employee is available. An employee who calls in sick the day after an overtime assignment shall be ineligible for overtime for the next two (2) weeks, unless no other qualified employee is available.
7. Substitutes shall be used only if bargaining unit members are absent from work during regularly scheduled work hours. Substitutes shall not work weekends or holidays and no more than eight (8) hours in a regular workday unless no other qualified employees are available. Substitutes shall only work in maintenance if they are qualified and qualified bargaining unit members are not available.
8. Custodial and Maintenance employees must be able to perform the duties required to be considered for an overtime assignment. There shall be separate rotation lists for custodial and maintenance work. Rotation among qualified employees who have signed up will be used. Custodial employees shall receive first preference over maintenance personnel for custodial overtime work. To facilitate the equal distribution of overtime, an employee who refuses an overtime opportunity shall be marked on the rotation list as if he or she had worked. If maintenance personnel decline overtime opportunities, maintenance overtime may be offered to qualified custodial personnel. For overtime opportunities that are not known in advance, the employer shall follow the order of the list, but the overtime opportunity shall be provided to the first employee who responds to the employer's inquiry. If all employees decline the overtime opportunity, the Board may require employees to perform such duties on a rotating basis. Second shift personnel are to receive overtime assignments for the weekend no later than Thursday, 2:00 p.m. except in unexceptional circumstances.

## **ARTICLE EIGHT** **MILEAGE**

If an employee is required to use his or her automobile for transportation as part of his or her work day, not including the travel to and from work, the Board of Education shall reimburse him or her at the rate of not less than the IRS reimbursement rate.

## **ARTICLE NINE** **SENIORITY**

1. Seniority is hereby defined as the employee's total length of continuous service in a bargaining unit position. Seniority shall be considered broken and the employee shall forfeit all rights and benefits under this Agreement for such reasons as resignation or separation, discharge, layoff of more than one (1) year, overstaying a leave of absence and/or taking a leave of absence for the purpose of working at another occupation.
2. During the month of October, the Board will annually furnish UPSEU with a seniority list showing the length of service of each of the employees in the bargaining unit. Members who believe their seniority has been incorrectly calculated may submit a request for change of seniority to the Assistant Superintendent prior to December first.

If changes to the seniority list are made as a result of these requests, the Board will so notify UPSEU prior to December tenth. Thereafter, unless UPSEU files a grievance within ten (10) workdays of receipt of same, the list shall be considered correct for all purposes under this contract.

- 3.a. No employee shall attain seniority or other rights under this Agreement until he/she has been continuously in a bargaining unit position on the payroll of the Board for a period of ninety (90) work days. During such period, he/she shall be on probation and may be terminated by the Board in its sole discretion for any reason whatsoever, and neither the employee nor UPSEU on his/her behalf, shall have recourse to the grievance procedure provisions of this Agreement. Employees will not work overtime until their probation period has been completed, unless all other qualified employees are unavailable.
- b. Insurance benefits shall be available on the first of the month following initial employment, pursuant to the regular terms of such policies.

## **ARTICLE TEN**

### **REDUCTION IN FORCE**

1. In the event the Board chooses to lay off employees or reduce the work schedule, those actions shall be based upon the requirements of the position in question, qualifications of the employee, ability of the employee and the needs of the Waterford school system. In the event that the above factors are equivalent for two or more employees being considered, seniority shall be the determining factor.
2. Employees on layoff shall retain rights for a period of one (1) year from date of layoff. Laid off employees shall be recalled based upon seniority, the senior employee being recalled first, provided that the recalled employee is capable of performing the work involved in the open position. Recalled employees shall undergo a forty (40) day qualifying period if they are recalled to a position different from the original position.
3. Employees who fail to qualify shall be returned to the recall list in accordance with their seniority.
4. Employees on the recall list who are offered a position must accept that position within ten (10) working days. Failure to accept the position shall result in the employee's loss of recall rights unless it is mutually agreed between the parties that the employee remain on the recall list.

### **Transfer**

1. Decisions to transfer employees shall be based upon the requirements of the position in question, qualifications of the employees, the abilities of the employees, and the needs of the Waterford school system. In the event that the above factors are equivalent for two or more employees being considered for transfer, seniority shall be the determining factor in the decision.

2. The Board shall notify the Union president prior to layoffs. The Board shall identify what position shall be reduced or laid off.

## **ARTICLE ELEVEN** **WORKING CONDITIONS**

One member of the Executive Board shall be granted leave from duty with full pay for all meetings between the Board and the Union for the purpose of processing grievances through arbitration when such meetings take place at a time during which such members are scheduled to be on duty.

## **ARTICLE TWELVE** **SEVERABILITY**

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

## **ARTICLE THIRTEEN** **NO LOCKOUT OR STRIKE**

Pursuant to Connecticut General Statutes section 7-467 et seq. (the Municipal Employee Relations Act), all employees included in this Agreement shall not hinder the Board's operation by strike, work stoppage or other unlawful activity, and the Board shall not pursue lockout tactics in any part of its operations. Further, the Union shall do everything in its power to ensure compliance with this section and the laws of the State of Connecticut.

## **ARTICLE FOURTEEN** **LEAVE**

1. A. Each employee who has completed his/her probationary period shall be allowed a maximum of six (6) days' leave per year, noncumulative, with no pay deduction, for the following reasons:
  - a. religious holidays
  - b. legal matters;
  - c. legitimate personal business or
  - d. Family reasons (e.g. birth, death, marriage, illness, or graduation, attendance at a child's school related function or event)

Family is defined as spouse, parents, grandparents, children (natural, foster, or adopted), grandchildren, siblings, in-laws, nieces, nephews, aunts, uncles, and permanent residents of the employee's household.

Personal is defined as such matters that are private and sensitive.

Personal leave may be approved only when it is not reasonable for the required activity to have been scheduled outside of working hours. Personal leave may be taken in one hour increments.

- B. The type of reasons for personal absences shall be disclosed on the Request for Personal Leave form.
  - C. The Superintendent may extend additional personal leave, with or without pay, or waive the documentation requirements in this article, if in his or her judgment, there are extenuating circumstances which justify such action.
- 2. Application for personal leave as provided above shall be made in writing to the Director of Buildings and Grounds at least twenty-four (24) hours before leave is to be granted, except in cases of illness or emergencies.
  - 3. Personal leave may not be taken to extend holidays or vacation periods, except in extenuating circumstances with prior approval by the Superintendent of Schools in his/her sole discretion.
  - 4. Military Leave. In accordance with state or federal law, military leave shall be granted to regular employees who are members of the reserve corps of any branch of the armed forces of the United States when they are required to serve a period of active duty for training. During this period, the Board shall pay the employee his/her regular pay (regardless of military pay received) up to a maximum time of two (2) calendar weeks. If the leave should extend beyond two (2) weeks, the Board shall pay the difference between the military pay and the employee's regular pay for the period exceeding two (2) weeks to a total leave time of thirty (30) days.

#### **ARTICLE FIFTEEN** **LEAVES WITHOUT PAY**

- 1. Leaves of absence without pay for legitimate reasons may be granted at the sole discretion of the Superintendent or his/her designee for a limited, definite period not to exceed one (1) year. The employee shall not accrue benefits or seniority (e.g., sick leave, vacation leave) during any period of unpaid leave.
- 2. For leaves of duration of thirty (30) days or more, at least sixty (60) days prior to the anticipated commencement of such leave of absence, application must be made in writing to the Superintendent stating the reason for the request and the length of time desired. For leaves of less than thirty (30) days duration, written request must be made as soon as possible but, except in cases of emergency, no later than two (2) weeks prior to the anticipated commencement of such leave. A leave of absence expires automatically at the date of expiration approved for the leave. If an extension is required, it must be approved, by the Superintendent.

3. Maternity disability leave for the purpose of bearing children shall be granted in accordance with applicable federal and state law.
4. It is expected that, as far as possible, leave will be so arranged as to begin or end at the close of the school year.
5. Accumulated seniority shall not be lost during the leave of absence.
6. Employees shall re-enter if there is an open position at a step to be no higher than one (1) above the one he/she was receiving at the start of the leave.
7. No guarantees of any sort as to reinstatement or granting of this leave are made.
8. Within one (1) year from the termination of leave, the employee shall have recall rights as set out in Article Ten to an open position.
9. Where applicable all leaves granted under this contract shall count towards any leave taken pursuant to the FMLA.

#### **ARTICLE SIXTEEN** **HOLIDAYS**

1. Employees, including employees within their probationary period, will be paid for thirteen (13) paid holidays as follows:  
  
Labor Day  
Martin Luther King Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
Day before Christmas  
Day After Christmas  
New Year's Day  
Columbus Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day
2. Holidays will be observed in accordance with the school calendar. For employees whose regular work schedule includes Sunday, Easter Sunday shall be substituted for Presidents' Day.
3. For employees whose normal workweek includes a Saturday or a Sunday, a compensatory day for any holiday which falls on Saturday or Sunday is to be arranged by custodians and maintenance personnel with the Director of Buildings and Grounds. The

selection of the day before or after Christmas as the holiday will be made by the Superintendent or his/her designee.

## **ARTICLE SEVENTEEN**

### **VACATIONS**

1. Paid vacations shall be granted as follows, based on continuous service.

Over 6 months	5 working days
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Each July 1 thereafter through the conclusion of the fifth contract year	10 working days
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Each July 1 thereafter through the conclusion of the sixth contract year	15 working days
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Each July 1 thereafter at the conclusion of the seventh contract year, an additional day of paid vacation shall be granted until a maximum of 20 working days vacation annually is reached.

2. The setting of vacation schedules for employees shall be the responsibility of the Director of Buildings and Grounds. Employees must submit their vacation schedules for the next contract year by February 1, of each year. The timing of vacation schedules and vacation days are subject to approval in advance. There shall be no vacation scheduled for two weeks after the school year ends or two weeks before the school year begins.
3. No more than seven (7) vacation days shall accumulate from year to year without approval of the Superintendent of Schools.
4. Seniority shall be one factor considered in connection with vacation choices and earned time off.

## **ARTICLE EIGHTEEN**

### **SICK LEAVE**

1. Employees who have completed their probationary periods shall be granted fifteen (15) days sick leave per year with pay, to be accumulated at the rate of one and one quarter days per month. Accumulation of sick leave shall be limited to 180 days. Employees hired on or before June 30, 2012 who have accumulated in excess of the 180 day cap shall have such excess days available for use for sick leave, but shall not be granted additional days annually, until their accumulation falls below the 180 day accumulation.
2. Upon retirement, pursuant to the terms set forth in the Pension Plan of the Town of Waterford, or upon the death of an employee, with ten (10) or more years service to the Waterford School system, the Board will make payment to the individual employee, or his/her estate, for up to forty (40) days' accumulated sick leave. Employees hired on or after July 1, 2012 shall not be eligible for this benefit.

3. In the event of an expected absence from work due to sickness, the employee must notify his/her immediate supervisor as early as possible and in any event no later than starting time. Except for extenuating circumstances, an employee's failure to notify his/her supervisor will result in an unexcused and unpaid absence from work. Sick leave will continue to accumulate during worker compensation related injury leave but will not accumulate during any period of suspension from duties due to disciplinary action.
4. Attendance is a requirement of the job, and use of sick leave is a privilege, not a right. Accordingly, the Board reserves the right to require proof of illness or disability when the superintendent or his or her designee believes the use is suspicious or abusive or a pattern of use is evident. Proof of illness or disability shall include a doctor's certificate. The failure of the board to request proof of illness or disability pursuant to this section shall not constitute a waiver by the board of its right to enforce this section.

## **ARTICLE NINETEEN**

### **BENEFITS**

Payment for the following shall be made by the Board of Education for employees working twenty (20) hours per week or more:

#### **Section 1**

The Board shall have the right to self-insure and/or fully insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits remains substantially equivalent to the overall level of benefits in effect immediately preceding any such change.

Prior to implementation of any change, the Board shall provide the Union's local Unit President with the specific proposed change(s) in administrators/carriers/plans. The Union shall have at least thirty calendar days from the date the new administrators/carriers/plans information is presented to the Union. If the Union does not approve of the proposed changes, it shall submit a written statement detailing the reasons for such disapproval, specifically listing the aspects of the proposed change to which it objects. The Union must submit this written statement within thirty (30) calendar days of the notification period noted above. Failure to submit such statement within the aforementioned day time period shall be deemed approval of the proposed plan and a waiver of any right to arbitrate the issue. Notwithstanding the time periods set forth in this section, the Board shall have the right to modify the proposed change(s) in order to satisfy any concerns articulated by the Union, and offer the Union a proposed plan designed to address those concerns. The offering of such a revised plan shall not restart the timelines set forth in this section.

The Union may resolve any dispute under this section by submitting the issue to arbitration with the American Arbitration Association within ten (10) business days of receipt of the Superintendent's written notice that the Board intends to implement the new plan/carrier/administrator. The arbitrator in the aforementioned dispute shall have experience in insurance matters. Prior to implementing any change(s), 1) the parties must agree on the

proposed changes or an agreeable revision thereto, 2) the Board must receive a written decision from the arbitrator, or 3) the time period for filing for arbitration set forth in this section must expire without a filing for arbitration by the Union. The charges by the arbitration board shall be shared fifty (50%) percent by the Union and fifty (50%) percent the Board.

## Section 2

- A. Effective as soon as practicable after the execution of this agreement, a Preferred Provider Organization Plan (the "2016 PPO Plan") will be offered to compliant participating employees (as defined below) at a rate of eighty-three percent (83%) percent of the fully insured premium or fully insured equivalent rates with the employee paying seventeen percent (17%) of the fully insured premiums or fully insured equivalent rates. In the 2017-2018 contract year, the Board shall pay eighty-two percent (82%) of the fully insured premium or fully insured equivalent rates, with the employee paying eighteen percent (18%) of the premiums. In the 2018-2019 contract year, the Board shall pay eighty-one percent (81%) of the fully insured premium or fully insured equivalent rates, with the employee paying nineteen percent (19%) of the premiums. The 2016 PPO Plan is described in summary form in Appendix A.
- B. Effective as soon as practicable after the execution of this agreement, a high deductible health care plan will be offered with a health savings account feature (the "2016 HDHP Plan") will be offered as a voluntary option at a lower annual premium cost share not to exceed that for the PPO plan. The Board will contribute fifty percent (50%) of the annual deductible to the employee's HDHP, as described in more detail in Appendix B. The HDHP cost share will be at a five percent (5%) higher Board payment of premium with the employee paying five (5%) percent less of the contribution (e.g. when PPO cost-sharing ratio is Board 84% and employee 16%, HDHP cost-sharing ratio would be Board 89% and employee 11%). The HDHP Plan is described in summary form in Appendix B.

Master Group certificates and/or policies are available in the business office for more specifics. The master certificates and/or policies are the governing documents concerning the Board's insurance plan designs; the information contained herein and in the contract appendices is therefore intended as a summary.

## Section 3

The Board shall pay for dental insurance at a cost-sharing percentage equal to that it pays for the PPO Plan, and the employee shall pay the remaining percentage of the cost of individual or family dental plan as selected by the Board. The Dental Plan is described in summary form in Appendix D.

## Section 4

No later than the effective date of this Agreement, the Board shall implement and maintain a Section 125 Salary Reduction Agreement which will be designed to permit exclusion from taxable income the employee's share of health insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph,



neither the Union or any bargaining unit member covered by this Agreement shall make any claim or demand, nor maintain any action against the Board of any of its members or agents for taxes, penalties, interest or other cost of loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

#### Section 5

The Board will make payment for one hundred percent (100%) of the premium for a fifty thousand dollar (\$50,000) policy for each member of the Union, the carrier to be determined by the Board in its sole discretion.

#### Section 6

Upon retirement, pursuant to the terms set forth in the Pension Plan of the Town of Waterford, all employees under the contract shall be eligible to continue in Waterford Public Schools' Group Health Insurance Plan, as offered to active employees within the bargaining unit, provided it is allowed by the provider, until he/she reaches age 65, provided he/she pays one hundred percent (100%) of the cost of participation.

#### Section 7

Subject to the requirements of state and federal law, employees may continue in the group health plan, as offered to active employees within the bargaining unit, during any period of approved leave of absence providing the insurance provider allows. The cost of this participation shall be paid one hundred percent (100%) by the employee.

#### Section 8

Bargaining unit members hired on or before June 30, 2012, may voluntarily elect to waive in writing all insurance coverage outlined in this Article. In lieu thereof, the member shall receive an annual payment of seven hundred and fifty hundred dollars (\$750). Payment to those members waiving such coverage shall be made in June of the fiscal year during which insurance was waived. Notice of intention to waive insurance coverage must be sent to the Human Resources Office no later than May 1, to be effective in the following contract year. Waiver of premium procedures must be acceptable to the applicable insurance carriers. In order to qualify for the waiver benefit, the employee must not be insured under a spouse's plan offered through the Waterford Board of Education.

#### Section 9

Where a change in a bargaining unit member's status prompts the member to resume Board provided insurance coverage, the waiver may, upon written notice to the Board, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible, subject, however, to any regulations or restriction, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the member and the Board to ensure that the member has been compensated, but not

overcompensated, for any waiver elected in this section.

## **Section 10**

Effective July 1, 2017, the Board will implement wellness incentive programs for employees enrolling in the health plans. Employees enrolled in a Board sponsored health plan will be automatically enrolled in the Board's wellness incentive program as described herein. Calendar year 2017 shall be used as the base year for data collection purposes. If during the preceding calendar year, the employee and the employee's enrolled spouse and dependents (as applicable) participated in all applicable components of the Board's wellness incentive program, the employee shall be deemed a "compliant participating employee." If during the preceding calendar year, the employee or the employee's enrolled spouse or dependents (as applicable) failed to participate in one or all applicable components of the Board's wellness incentive programs, the employee shall be deemed a "non-compliant employee." Non-compliant enrollees will be required to enroll in the 2016 HDHP Plan. The Board's wellness incentive program consists of a "benefits based" wellness incentive program. The Board shall make a designation of a employee's status as a compliant participating or non-compliant employee on an annual basis, based on the employee's participation in wellness incentive program requirements during the preceding calendar year. The Board shall give notice of an employee's status at least two (2) times per year on or before January 31st and on or before April 15th.

For contract year 2017-2018, all enrolled employees shall be designated as "compliant participating employees."

### **A. Benefits Based Program:**

Employees, their spouses and their enrolled dependents twenty (20) years of age or older will be enrolled in the benefits based program, which will require participants to obtain recommended preventive care services. Preventive services shall include those services outlined in Appendix E.

### **B. Non-Compliant Employees:**

If during the preceding calendar year, the employee or the employee's enrolled spouse or dependents (as applicable) failed to participate in one or all applicable components of the Board's wellness incentive programs, the employee shall be designated a "non-compliant employee." Effective July 1st following the designation of an employee as a non-compliant employee, non-compliant employees shall only be offered the 2016 HDHP Plan described in Appendix B. If during the preceding calendar year, the employee and the employee's enrolled spouse and dependents fully participate in all applicable components of the Board's wellness incentive programs, the employee shall be designated a "compliant participating employee." Effective the following July 1<sup>st</sup> the compliant participating employee shall be offered the 2016 PPO Plan and the 2016 HDHP Plan on the terms and conditions applicable to compliant participating employees.

**ARTICLE TWENTY**  
**WAGES**

1. The Superintendent of Schools shall place all personnel in groups and steps. Upon the recommendation of the Superintendent of Schools, the Board can place newly hired employees on other than the first step of the wage group for which an employee has been hired. Credit on the step schedule will be given an employee based upon work experience and job knowledge. The wage account analysis and schedules in APPENDIX C show step placement for each year of the contract starting from the base year forward.
2. Employees who have worked at least ninety (90) work days in their first year of continuous employment with the Board will be credited with one (1) year of service for purposes of step placement on the wage schedule. During the term on this contract, on July 1 of 2016, 2017, and 2018, an employee shall advance to the next step of their group after completing one year of service until he or she attains the maximum. The Superintendent of Schools may withhold individual step raises for performance and disciplinary reasons. Upon the recommendation of the Director of Building and Grounds, the Superintendent of Schools may promote an employee to a higher pay group or pay step. Such employee may be returned to the prior group or step at any time during a three month probationary period without recourse to the grievance procedure.
3. Wage Group Classifications:

Group 1 Custodian:	Basic custodian (dust, mop, garbage, general cleaning)
Group 2 Custodian:	Group 1 with training and ability to operate power equipment, i.e., buffer, stripper, carpet machine, extractor, burnisher
Group 3 Custodian:	Group 2 plus supervisory (i.e. leadman); athletic custodian
Group 4 Head Custodian:	Head custodian
Group 5:	Reserved for future classifications
Group 6:	HVAC specialist, electrician, plumber, painter, carpenter, locksmith, mechanical system specialist, maintenance utility, night custodial foreman; pool maintenance specialist
Group 7:	Reserved for future classifications
4. Jury Duty. If an employee is required to participate in jury duty, wage payments including the jury duty stipend shall equal the salary the employee would be paid as if the employee were continuing in his/her normal job function.
5. Employees shall be paid one and one half times the salary rates indicated for all hours worked beyond forty (40) in a weekly pay period. Regardless of the number of hours worked in a pay period, employees will be paid two times the salary rates indicated for

work performed on Sundays and holidays, except as noted in Article Seven, section 2. For the purposes of this agreement, a weekly pay period is considered to be the period between 12 a.m. Sunday and 12 p.m. Saturday. Sick time and personal time shall not count toward the 40 hour computation for purposes of overtime.

6. Night custodians shall receive an additional fifty-five (0.55) cents per hour (night differential) for regularly scheduled work on the second shift. As provided in Article Seven, Section 4, bargaining unit employees' shifts may be changed, without payment of night differential for regularly scheduled work. Notwithstanding the foregoing, if an employee who regularly works the second shift is required to work the first shift to fill in for an absent employee, he/she shall receive his/her regular rate of pay (e.g. to include the shift differential).
7. Longevity. Longevity payments, where applicable, will be made to an employee in the second pay of the employee's employment anniversary month.

Longevity amounts shall be as follows for eligible employees:

<u>Completed years of service</u>	<u>Payment</u>
10 years	\$525
15 years	\$550
20 years	\$575

Longevity pay is only available to those employees hired on or before August 20, 2012.

8. Upon written request of the employee, the employee shall be notified individually, in writing, regarding personal salary group, salary step, yearly salary, hourly rate of pay, working hours and general work assignment.
9. A person working in a higher-paid classification for more than ten (10) consecutive work days will receive a higher rate of pay on step 1 of the higher classification or, if step 1 does not result in a wage increase, then step 2 of the higher classification commencing on the eleventh (11<sup>th</sup>) day until returned to the lower paid classification.
10. All wages (including longevity), shall be paid by electronic direct deposit to a qualified financial institution of the employee's choice. Wages shall be computed by using the actual number of hours worked or contractual leave paid for each pay period. Payment shall be made on the regular pay day after said hours of work have been completed.
11. Electricians, plumbers, and HVAC specialists in group VI who hold and maintain a state contractor's license in their regularly assigned trade, which license is specific to that trade and granted under chapter 393 of the general statutes, will receive the following hourly differential:
  - a. for journeyman license – a five (5%) percent hourly differential above the applicable group VI step rate, or
  - b. for contractor license ("master" level) – a ten (10%) percent hourly differential above the applicable group VI step rate

A general contractor's or home improvement permit or license will not qualify a maintenance employee for this differential.

12. All members of the bargaining unit who are employed on October first of each year of this contract shall receive a shoe allowance of \$200.00 per year, payable on the second pay day in October. The parties acknowledge that the shoe allowance shall be subject to deductions for state and federal taxes.

### **ARTICLE TWENTY-ONE** **COURSE REIMBURSEMENT**

When in the judgment of the Superintendent, a course for which reimbursement is requested will make a meaningful contribution to a more effective performance of the duties to which the staff member is assigned or would enhance professional growth, then such reimbursement may be granted. If possible, courses must have approval of the Superintendent at least fifteen (15) days prior to the start of the course. A maximum of up to \$300 will be allotted for each course upon satisfactory completion of said course. The Board of Education will provide an account of \$5,000 for course reimbursement. This account may not be over-expended. Course reimbursement is payable in one lump sum prior to the end of the school year. Bargaining unit members must submit an official grade report or an official transcript of the approved course(s) and a copy of the bill for tuition and fees. The employee must have a grade of B or better to be reimbursed. In order to receive payment during a contract year, all paperwork must be submitted by March 1. Reimbursement requests received after March 1 may, at the discretion of the Board, be held over until the following year's payment. All bargaining unit members must be employed by the Waterford Board of Education at the time payment is made in order to receive reimbursement.

### **ARTICLE TWENTY-TWO** **GENERAL**

1. This contract constitutes the entire Agreement between the Board and UPSEU and fully settles any and all demands and issues for the term of the contract with respect to any and all matters subject to negotiations.
2. For the duration of this contract, the Board and UPSEU expressly waive any right to negotiate, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter which is subject to negotiate whether or not such subject or matter is specifically referred to herein. However, if both parties agree to negotiate any subject or matter that is subject to negotiation, such negotiations may commence at once.
3. A list of all employees in the bargaining unit shall be kept at the personnel office. This list shall include names, addresses and school assignments. It shall be updated at least once annually in the month of October. A copy of each update shall be provided to the president of the bargaining unit.

**ARTICLE TWENTY-THREE**  
**RETIREMENT**

Terms of retirement shall be determined by the Municipal Employee Retirement Fund Plan B as administered through the Town of Waterford.

**ARTICLE TWENTY-FOUR**  
**DISMISSALS**

No employee who has completed his or her probationary period shall be suspended or discharged without just cause.

**ARTICLE TWENTY-FIVE**  
**DURATION**

1. The provisions of this Agreement shall be effective as of the date of and shall continue and remain in full force and effect to and including the thirtieth day of June 2019; provided, however, only wage and step increases set forth herein shall be implemented retroactive to July 1, 2016, paid within thirty (30) days of the mutual execution of the collective bargaining agreement.
2. This contract shall be automatically renewed from year to year unless either party shall notify the other in writing by certified or registered mail at least one hundred twenty (120) days prior to the termination date (or, if renewed, the anniversary date).

**ARTICLE TWENTY-SIX**  
**DUES DEDUCTION AND AGENCY FEE**

1. The Board agrees to deduct from the salary of all employees covered herein who authorize in writing on a form approved by the State Labor Department as specified in Connecticut General Statutes Section 31-71e such deductions from their salary, such dues, or service fees, as may be fixed and certified to the Board by the Union and allowed by law. The Board will remit to the Union, on or before the last day of the month in which such deductions are made, the aggregate of amounts collected, together with a list of employees from whose salaries such sums have been deducted. Such dues deductions or service fees shall continue for the duration of this Agreement and any extension thereof. The Union agrees to indemnify and to hold the Board harmless against any and all claims for damages, demands, suits, or other forms of liability that shall, or may, arise out of or by reason of carrying out the provisions of this Article concerning the deduction from salary of such dues and fees, as hereinbefore mentioned.
2. These deductions will be made on the payday each month specified by the Board.
3. a. As a condition of employment, each employee who is a member of the Union on the

effective date of this Agreement shall remain a member in good standing for the duration of this Agreement or shall be assessed a "Union Service Fee". Said "Union Service Fee" shall not exceed the "Union Dues Assessment" currently in effect.

- b. Each employee who is not a member of the Union on the effective date of this Agreement shall be required to become a member in good standing or shall be assessed a "Union Service Fee".
  - c. Each new employee, as a condition of employment, shall become a member of the Union in good standing after sixty (60) days of employment or shall be assessed a "Union Service Fee." Said "Union Service Fee" shall not exceed the "Union Dues Assessment" currently in effect.
4. The Union shall hold the Board and the Town of Waterford harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the administration of the provisions of this paragraph or a result of the provisions of this article.

#### **ARTICLE TWENTY-SEVEN** **UNIFORMS/VEHICLES**

- 1. All employees shall be required to wear uniform shirts provided by the employer during work hours. A union/employer committee appointed by the respective parties shall be consulted regarding the selection of the winter and summer uniform shirts. Purchase and issuance of these shirts shall be at no cost to the employee. The union/employer committee shall review the present uniform practice to recommend to the parties a more workable uniform for employees.
- 2. Employees shall use Board of Education vehicles for work related purposes only, as directed by the Director of Buildings and Grounds.


#### **ARTICLE TWENTY-EIGHT** **DRUG AND ALCOHOL POLICY**

- 1. The Drug and Alcohol Policy, attached as Appendix F to this Agreement, shall apply to all employees.

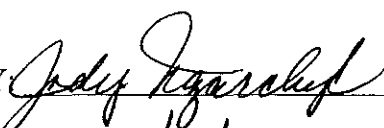
**SIGNATURE BLOCK**

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed hereunto as of the date and year first above written.

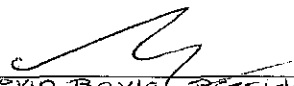
WATERFORD BOARD OF  
EDUCATION CUSTODIAN AND  
MAINTENANCE EMPLOYEES

BY:   
DATE: 7/19/17

WATERFORD BOARD OF EDUCATION

BY:   
DATE: 7/10/17

UNITED PUBLIC SERVICE  
EMPLOYEES UNION

BY:   
KEVIN BOYLE, President  
DATE: 7/12/17



**APPENDIX A**  
**2016 PPO PLAN DESIGN**

<b><u>COST SHARE PROVISIONS</u></b>	<b>In-Network Member pays:</b>
Office Visit Copayment	\$35 per visit
Specialist Visit Copayment	\$45 per visit
Hospital Copayment	\$300 per admission
Urgent Care Copayment	\$75
Emergency Room Copayment	\$125
Outpatient Surgery Copayment	\$200 per procedure
Lifetime Maximum	Unlimited

**PREVENTIVE CARE**

Well child care :	
Birth to 12 years	No Charge
All others	No charge
Periodic, routine health exam	No charge
Routine eye exam 1 exam 2 yr.	No charge
Routine OB/GYN visits	No charge
Mammography	No charge
Hearing screening 1 exam 2 yr.	No charge

<b><u>MEDICAL CARE</u></b>	
Office visits:	
Primary Care	\$35 per visit
Specialists	\$45 per visit
Outpatient mental health	\$35 per visit
Prior authorization required after 40th visit	
OB/GYN care	\$45 per visit
Maternity care, initial visit	\$45 per visit
Laboratory	No charge
Diagnostic X-ray	No charge
High cost diagnostic (MRI, CAT, etc.)	\$50, max \$375 yr.
Allergy services:	
Office visits/testing	\$45 per visit
Injections - 80 visits in 3 years	No charge
<b><u>HOSPITAL CARE</u> - Prior authorization required</b>	
Semi-private room	\$300 co-payment
Inpatient Mental Health	\$300 co-payment
Inpatient Substance Abuse	\$300 co-payment

**APPENDIX B**  
**2016 PPO PLAN DESIGN CONTINUED**

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**HOSPITAL CARE** - Prior authorization required

Skilled nursing facility (120 days)	\$300 co-payment
Rehabilitative services (60 days)	\$300 co-payment
Outpatient surgery	\$200 co-payment

**EMERGENCY CARE**

Walk-in centers	\$35 per visit
Urgent care - at participating center	\$75 co-payment
Emergency care	\$125 co-payment
Ambulance	No charge

**OTHER HEALTH CARE**

Outpatient rehabilitative services For PT, OT, ST, and Chiro. 50 visit max.	\$45 per visit
Durable medical equip. / Prosthetics	No charge
Diabetic supplies	No charge
Infertility services	State Mandate
Home Health Care	No charge

**\*PRESCRIPTION DRUGS**

Generic	\$5 copayment
Listed Brand	\$25 copayment
Non-Listed Brand	\$40 copayment
Mail Order	2x retail
Annual Maximum	\$2,000
Plan	Managed

**OUT-OF-NETWORK SERVICES**

Calendar Year Deductible:	
Individual	\$200
Two Person	\$400
Family	\$500
Coinsurance	20% after deductible
Coinsurance Maximum:	
Individual	\$800
Two Person	\$1,600
Family	\$2,000
Cost Share Maximum:	
Individual	\$1,000
Two Person	\$2,000
Family	\$2,500
Lifetime Maximum	Unlimited

\* The drug rider includes certain management features including but not limited to features such as step therapy and mandatory generic substitution.

**APPENDIX B**  
**2016 HIGH DEDUCTIBLE HEALTH PLAN**

<b><u>BENEFIT</u></b>	
<b><u>COST SHARES</u></b>	
-	In-Network services and Out-of-Network services and Out-of-Network services subject to deductible and coinsurance.
-	No Referrals Required
-	Deductible: \$2,000 Individual, \$4,000 Two or More
-	In Network Coinsurance 100%
-	Out-of-pocket Maximum \$3,000 Individual, \$6,000 Two or More
-	Lifetime Maximum In-Network - Unlimited
-	Out-of-Network Benefits
-	Coinsurance 80% / 20%
-	Out-of-pocket Maximum \$5,000 Individual, \$10,000 Two or More
-	Lifetime Maximum Out-of-Network - Unlimited
-	Only In-Network Benefits Illustrated Below
-	
<b><u>PREVENTIVE CARE</u></b>	
	Annual
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
<b><u>MEDICAL SERVICES</u></b>	
Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible
Chiropractic	50 visits per calendar year Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
<b><u>EMERGENCY SERVICES</u></b>	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible

**APPENDIX B**  
**2016 HDHP PLAN DESIGN CONTINUED**

<b><u>INPATIENT HOSPITAL</u></b>	Note: All hospital admissions require pre-cert.
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
<b><u>OUTPATIENT HOSPITAL</u></b>	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
<b><u>OTHER SERVICES</u></b>	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible No Age or Cycle Limits GIFT & ZIFT are covered
Prescription Drugs	After the deductible prescriptions will be subject to copays of: \$0 Generic/\$25 Listed Brand/\$40 Non-Listed Brand with 2x Mail Order Copay

For employees electing the 2016 HDHP Plan, the Board will continue to contribute fifty percent (50%) of the applicable HDHP deductible amount. The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts with the first payroll date of the contract year. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP 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 HDHP deductible for individuals upon their separation from employment.

**APPENDIX C**  
**WAGES**

2016-17							
Step	Group I	Group II	Group III	Group IV	Group V	Group VI	Group VII
1	17.00	19.33	25.36	26.19	26.80	29.34	31.02
2	17.62	20.30	26.64	27.49	28.14	30.79	32.57
3	18.64	21.23	27.96	28.88	29.54	32.34	34.20
Off Scale	26.12	26.12					

2017-18							
Step	Group I	Group II	Group III	Group IV	Group V	Group VI	Group VII
1	17.45	19.84	26.02	26.88	27.50	30.11	31.83
2	18.08	20.83	27.34	28.21	28.88	31.60	33.42
3	19.13	21.79	28.69	29.64	30.31	33.19	35.10
Off Scale	26.80	26.80					

2018-19							
Step	Group I	Group II	Group III	Group IV	Group V	Group VI	Group VII
1	17.97	20.44	26.80	27.69	28.33	31.01	32.78
2	18.62	21.45	28.16	29.06	29.75	32.55	34.42
3	19.70	22.44	29.55	30.53	31.22	34.19	36.15
Off Scale	27.60	27.60					

**APPENDIX D**  
**DENTAL PLAN DESIGN**

***FLEX DENTAL PLAN***  
***Waterford BOE***

***HOW IT WORKS***

This dental plan provides coverage for a wide range of dental services up to contractual maximums listed below per insured person per calendar year for the services listed below.

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***(CATEGORY 1) DIAGNOSTIC & PREVENTIVE SERVICES***

Payable at 100% of usual, customary and reasonable charges at participating dentists:

- Initial oral exams - 1/36 months
- Periodic Oral exams – 2/Year
- Prophylaxis – 2/Year
- Topical application of fluoride - 2/Year to age 19
- Space maintainers to age 19
- X-rays
- Emergency Treatment

***Maximum of \$1,500 shared with category 1, 2 ,3.***

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***(CATEGORY 2) BASIC SERVICES***

Payable at 80% of usual, customary and reasonable charges at participating dentists:

- Fillings
- Root canals
- Stainless steel crowns (Primary Teeth)
- Extractions
- Oral Surgery
- Periodontics
- General Anesthesia
- Recement Crown

***Maximum of \$1,500 shared with category 1, 2 ,3.***

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***(CATEGORY 3) MAJOR SERVICES***

Payable at 50% of usual, customary and reasonable charges at participating dentists:

- Crowns - 1/Tooth/5 Years
- Post and core - 1/Tooth/5 Years
- Inlays - 1/Tooth/5 Years
- Onlays - 1/Tooth/5 Years
- Recement Bridge
- Prosthodontics - 1/Tooth/5 Years
- Repair of dentures – 1/Year
- Relining of dentures – 1/ 2 Years
- Repair bridge

***Maximum of 1,500 shared with category 1, 2 ,3.***

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***(CATEGORY 4) ADDITIONAL SERVICES***

Payable at 50% of usual, customary and reasonable charges at participating dentist:

***Orthodontics up to age 19***

**\$1,000 Lifetime Maximum for Orthodontics**

**APPENDIX D**  
**DENTAL PLAN DESIGN CONTINUED**

***PRINCIPAL LIMITATIONS AND EXCLUSIONS***

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Master Group Policy on file with your employer or your Certificate of Membership.

*This is not a legal policy or contract. It is only a general description of your Blue Cross & Blue Shield benefits. If there are discrepancies between the dental rider and this summary, the dental rider shall control.*

## **APPENDIX E**

### **SCHEDULE FOR PREVENTIVE SERVICES**

Preventive Physical Exams and Mammograms are required in the 2017 calendar year (Jan 1 – Dec 31) and then according to schedule below:

<b><u>Preventative Screening Requirements</u></b>	<b><u>Age Required <sup>(1)</sup></u></b>	<b><u>Frequency</u></b>
Preventive Physical Exam	20 years and older	1 exam every 2 years
Routine OB/GYN Exam <sup>(2)</sup>	20 years and older	1 exam every 2 years
Mammogram	45 years and older	1 exam every 2 years
Colonoscopy	50 years of age and older	1 exam every 10 years

(1) Use age as of January 1<sup>st</sup> to determine required screening for yourself, spouse, and/or children if applicable.

(2) Routine OB/GYN Exam can be conducted by Primary Care Provider either at the time of Preventive Physical Exam or Separate visit. Primary Care Provider may need to provide written attestation that Routine OB/GYN Exam was performed.

Note: Wellness Compliance will be determined for the July plan year based on services received in the previous calendar year/years.



## APPENDIX F

### DRUG and ALCOHOL POLICY

#### I. Drug and Alcohol-Free Workplace

The Waterford Board of Education is committed to maintaining a work environment free from the adverse impact of employee drug and alcohol abuse. Employee drug and alcohol abuse can create serious risks of physical harm to fellow employees and students, and economic injury to the Board and other employees. Drug or alcohol abuse can lead to increased accident rates and absenteeism and can cause job performance and productivity to suffer. Employee drug and alcohol abuse can seriously compromise safety in the workplace and the quality of the services that the Board provides to the public.

#### II. Drug Policy for Employees

##### A. Illegal Drugs

1. The Board prohibits the unlawful manufacture, distribution, possession, or use of controlled substances by its employees in the workplace. The "workplace" includes but is not limited to: employees while on the job, while on school premises, while operating school equipment or vehicles, or while operating any other equipment or vehicles while on school business. "Controlled Substance(s)" includes any drug or substance that the law prohibits an individual from manufacturing, selling, or otherwise transferring, including, but not limited to, marijuana and cocaine. As a condition of employment, employees must abide by this policy and may be required to submit to a drug test where appropriate under this policy.
2. The Board also prohibits its employees from being on the job, on school premises, operating school equipment or vehicles, or operating any other equipment or vehicle on school business while under the influence of any controlled substance. An employee is "under the influence" if drug test results indicate the presence of a controlled substance in the employee's system in an amount that constitutes a positive test result as defined elsewhere in this policy.
3. The Board recognizes the right of its employees to engage in off-duty activities of their choice. However, an employee's off-duty activity that involves illegal drug use, including possession or sale, adversely impacts the school system and will not be tolerated.
4. Any employee who violates any provision of this section will be subject to disciplinary action up to and including discharge.

B. Legally Obtained Drugs

1. Employees must not be on the job, on school premises, or operating school equipment or vehicles while on school business while under the influence of any drug — legal or illegal — that renders the employee unfit for duty. An employee is "unfit for duty" if, in the opinion of the Director of Buildings and Grounds, or his/her designee, the employee's use of drugs jeopardizes his/her ability to work safely or efficiently. If an employee's medically — required use of legally obtained drugs renders the employee unfit for duty, in the opinion of the Director of Buildings and Grounds, or his/her designee, a temporary alternative job assignment is not available, the employee will be considered unfit for duty due to illness.

III. Alcohol Policy For Employees

- A. The Board prohibits its employees from consuming, possessing, distributing, purchasing, selling, or otherwise transferring alcoholic beverages while on the job, while on school premises, while operating school equipment or vehicles while on the job, or while operating any other equipment or vehicles, while on school business.
- B. The Board also prohibits its employees from being on the job, on Board premises, or operating school equipment or vehicles, or operating any other equipment or vehicle while on school business while under the influence of alcohol.
- C. An employee who, violates any provision of this section, will be subject to disciplinary action up to and including discharge.

IV. Testing of Staff

- A. 1. To insure the success of its drug and alcohol policy, the Board will require prospective employees to undergo physical examinations, blood tests, urinalysis, or other medical drug and alcohol detection procedures under the circumstances described in the following section. No employee shall refuse to submit to an alcohol or drug testing required under this policy.
2. All required medical tests will be conducted at Board expense by qualified and Board-approved designated medical personnel. Applicants and current employees will be given an opportunity before testing to advise the medical personnel of any legal or prescribed drugs which they are then taking.
3. A positive test result means that the test result shows the presence of an illegal or controlled substance or alcohol in the applicant's or employee's system at or above the limits hereinafter described.

4. An initial urinalysis drug test shall be administered utilizing a reliable methodology. An employee's initial positive result must then be confirmed by a second urinalysis drug test, which shall be separate and independent from the initial test. The second tests shall utilize either a gas chromatography and mass spectrometry methodology or other methodology which has been determined by the State of Connecticut Commissioner of Health Services to be as reliable or more reliable than the gas chromatography and mass spectrometry methodology.
5. All confirmation tests on employees will be conducted on the same urine sample upon which the initial test was conducted and by the same medical or technical personnel. If the final confirmation test is negative for illegal drugs or alcohol, the Board will disregard the initial screen test.
6. If an employee's alcohol test reveals an alcohol concentration of .04 or greater, he/she may be subject to disciplinary action, including discharge.

#### B. Reasonable Suspicion Testing

1. Each employee is subject to drug testing whenever the Board, through its Director of Buildings and Grounds or his/her designee, has a reasonable suspicion that said employee has violated this policy through the use of a controlled substance or alcohol. The determination that reasonable suspicion exists to require the employee to undergo a test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The observations may include indications of the chronic or withdrawal effects of controlled substances. The person who makes the determination that a reasonable suspicion exists to conduct a drug or alcohol test shall not conduct such test of the employee. Reasonable suspicion must be confirmed by a school nurse. If a nurse is not available, then confirmation shall be by another administrative staff member.
2. Alcohol testing is authorized only if the observations required by this policy are made during, just preceding or just after the period of the work day that the employee is required to be in compliance with this policy or at anytime the employee is using a school vehicle. If an alcohol test required by this section is not administered within two hours following the determination of reasonable suspicion, the employer shall prepare and maintain on file a records stating the reasons the alcohol test was not promptly administered. If an alcohol test required by this policy is not administered within 8 hours following the determination of reasonable suspicion, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.
3. An employee who is tested pursuant to this section will be suspended with pay pending the test outcome. If the test is negative, the employee will be allowed to return to work, unless the suspension was imposed for additional reasons unrelated to this policy.

4. A written record shall be made of the observations leading to the controlled substances "reasonable suspicion" test, and signed by the Director of Buildings and Grounds or his/her designee within 24 hours of the observed behavior or before the results of the controlled substance test are released, whichever is earlier.
5. If a test under this section is required outside of the employee's work time, the Board will pay the employee at his/her hourly rate for the time necessary to take the test, but only if the test results are negative, that is, alcohol and drug free.

#### C. Confidentiality of Records and Test Results

Results of job applicant and employee drug and alcohol tests will be kept confidential to the extent allowed by law. Only Board employees and agents who need to know the test results will be notified of, or permitted to review, the results. Employees and agents must not reveal the test results to any other persons who have no need to know the results. An employee who, in the opinion of the Director of Buildings and Grounds, violates the provision of this section is subject to disciplinary action up to and including discharge. In addition, test results will be maintained with other employee medical records and shall be subject to privacy protection provided by state law.

#### V. Failure to Cooperate

Any employee who (a) fails to cooperate with the Board's investigation into possible violations of this drug and alcohol policy, or (b) refuses to sign consent to take a drug or alcohol test will be subject to disciplinary action up to and including discharge.

#### VI. Obligation to Report

The Board will not discharge, discipline or otherwise penalize any employee because the employee makes a good faith report of a violation of a suspected violation of this policy.

However, any employee found to have knowingly made a false report shall be subject to disciplinary action up to and including discharge.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU ") is made by and between the Waterford Board of Education (hereinafter the "BOARD") and its custodial maintenance bargaining unit UPSEU/Waterford BOE Custodian and Maintenance Employees (the "Union"), hereinafter sometimes referred to as the "parties."

WHEREAS, the BOARD and the Union are parties to a collective bargaining agreement in effect through June 30, 2016, which determines the terms and conditions of employment for members of the Union (the "Agreement"), and the parties have just concluded the successor negotiations for an agreement to replace said Agreement; and

WHEREAS, as part of the agreement to resolve the negotiations for a successor agreement, the Board and the Union have agreed to eliminate bargaining unit employees' personal use of district owned vehicles; and

WHEREAS, the Board and the Union have agreed to compensate those bargaining unit employees who, in the 2016-2017 contract year, had regularly utilized district owned vehicles for personal use as set forth in this MOU; and

NOW THEREFORE, in order to effectuate this agreement, the Board and the Union agree to the following:


1. The list of employees eligible for compensation under this MOU is as follows:  
[list]
2. Effective with the last payroll of the 2016-2017 fiscal year, the Board shall pay any employee listed above who is still employed with the Board as a member of this bargaining unit as of the date of the last payroll of the 2016-2017 fiscal year, a stipend of Four Hundred Dollars and No Cents (\$400.00), with such payment to be subject to state and federal tax withholding.
3. Effective with the last payroll of the 2017-2018 fiscal year, the Board shall pay any employee listed above who is still employed with the Board as a member of this bargaining unit as of the date of the last payroll of the 2017-2018 fiscal year, a stipend of Four Hundred Dollars and No Cents (\$400.00), with such payment to be subject to state and federal tax withholding.
4. The payments described in paragraphs 2 and 3 are accepted as full and fair compensation for any bargaining unit employee related to the cessation of the practice of permitting personal use of district vehicles, and the parties acknowledge and agree that only the employees listed above shall be eligible for any compensation from the Board related to this issue.
5. The terms of this MOU are recognized as a joint agreement by the BOARD and the Union, and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of the MOU.
6. The validity, effect and operation of this MOU shall be determined by the laws of the State of Connecticut.
7. The BOARD and Union affirmatively state that they have a full understanding of the

contents of the MOU and the effects thereof; and that they have executed the same voluntarily and of their own free will, without any coercion.


5. The signatures below indicate that this MOU has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

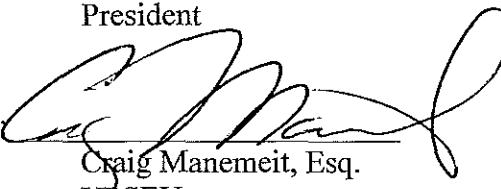
IN WITNESS WHEREOF, the aforementioned parties, intending to be legally bound hereby, have executed this MOU.

WATERFORD BOARD OF  
EDUCATION:

By:   
Thomas W. Giard, III  
Superintendent of Schools

UPSEU:

By:   
Daniel Santos  
President

By:   
Craig Manemeit, Esq.  
UPSEU

## SIDE LETTER

This Side Letter (hereinafter "SIDE LETTER ") is made by and between the Waterford Board of Education (hereinafter the "BOARD") and UPSEU/Waterford BOE Custodian and Maintenance Employees (the "UNION"), hereinafter sometimes referred to as the "parties."

WHEREAS, the BOARD and the UNION are parties to a collective bargaining agreement in effect from July 1, 2016 through June 30, 2019 that determines the terms and conditions of employment for members of the UNION (the "AGREEMENT"); and

WHEREAS, in May 2018, certain Union members requested vacation time during a period that is prohibited by the AGREEMENT and whereas the BOARD and UNION have discussed concerns pertaining to the language for scheduling of vacation time:

NOW THEREFORE, in order to address the concerns raised, the BOARD and the UNION agree to the following:

1. Effective upon execution of this SIDE LETTER, the AGREEMENT between the parties shall be amended at ARTICLE SEVENTEEN, paragraph 2, which shall be revised as follows:

### ARTICLE SEVENTEEN VACATIONS

1. *Paid vacations shall be granted as follows, based on continuous service.*

*Over 6 months* *5 working days*

*Each July 1 thereafter  
through the conclusion of the fifth contract year* *10 working days*

*Each July 1 thereafter  
through the conclusion of the sixth contract year* *15 working days*

*Each July 1 thereafter at the conclusion of the seventh contract year, an additional day of paid vacation shall be granted until a maximum of 20 working days vacation annually is reached.*

2. *The setting of vacation schedules for employees shall be the responsibility of the Director of Buildings and Grounds. Employees must submit their vacation schedules for the next contract year by February 1, of each year. The timing of vacation schedules and vacation days are subject to approval in advance. There shall be no vacation scheduled for two weeks ~~after~~ before the school year ends or ~~two one~~ one weeks before and one week after the school year begins unless approved by the Superintendent of Schools.*

3. *No more than seven (7) vacation days shall accumulate from year to year without approval of the Superintendent of Schools.*

4. *Seniority shall be one factor considered in connection with vacation choices and earned time off.*

2. The terms of this SIDE LETTER are recognized as a joint agreement by the BOARD and the UNION, and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of the SIDE LETTER.

3. The validity, effect and operation of this SIDE LETTER shall be determined by the laws of the State of Connecticut.

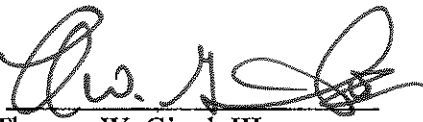
4. The BOARD and the UNION affirmatively state that they have a full understanding of the contents of the SIDE LETTER and the effects thereof; and that they have executed the same voluntarily and of their own free will, without any coercion.

5. The signatures below indicate that this SIDE LETTER has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

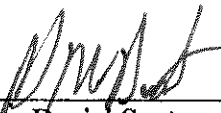
IN WITNESS WHEREOF, the aforementioned parties, intending to be legally bound hereby, have executed this SIDE LETTER.

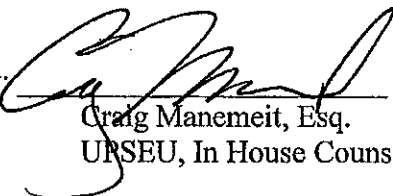
Dated: 5/31/18

WATERFORD BOARD OF  
EDUCATION:

By:   
Thomas W. Giard, III  
Superintendent of Schools

UPSEU:

By:   
Daniel Santos  
President

By:  5/31/18  
Craig Manemeit, Esq.  
UPSEU, In House Counsel