
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WOODSTOCK BOARD OF EDUCATION

AND

**WOODSTOCK BUSINESS OFFICE EMPLOYEES,
LOCAL 1303-471 OF COUNCIL 4, AFSCME, AFL-CIO**

July 1, 2016 – June 30, 2019

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PREAMBLE

This Agreement is made and entered into by the Woodstock Board of Education (hereinafter referred to as the "Board") and/or its successor Local 1303-471 of Council 4, American Federation of State, County and Municipal Employees, AFL-CIO, and/or its successor (hereinafter referred to as the "Union").

ARTICLE I RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to the salaries, hours of employment and other conditions of employment for all twelve month employees in the Business Office of the Woodstock Board of Education, including Payroll Assistant, Accounts Payable Clerk and Administrative Assistant and others not excluded by the Municipal Employees Relations Act (the "MERA").

ARTICLE II MANAGEMENT RIGHTS

Section 2.0

Except as specifically abridged or superseded by any provision of this Agreement, the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to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

- (a) To create, abolish, maintain, expand or reduce programs and activities as, in the judgment of the Board will best serve the interests of the School District;
- (b) To decide upon the need and type of facilities, buildings, lands, apparatus, vehicles, equipment, supplies and other property within its control;
- (c) To employ, assign, transfer, promote, demote, suspend, hire, fire and discipline employees, or to layoff, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board;
- (d) To prescribe work hours and schedules and procedures used to discharge the Board's responsibilities;
- (e) In general, to control, supervise and manage the operations of the Board and its staff under governing laws, and to establish or continue policies, practices and procedures for the conduct of Board business and the management of its operations, and from time to time, to change or abolish such policies, practices or procedures;
- (f) 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 Board, and to discipline employees as determined to be appropriate by the Board;

- (g) To establish contracts and subcontracts for the Board's operations;
- (h) To create job specifications and revise existing job specifications; and
- (i) To eliminate bargaining unit positions when deemed appropriate or necessary and refrain from filling posted positions.

ARTICLE III **UNION SECURITY**

Section 3.0

It shall be a condition of employment that all employees in the bargaining unit on the date this Agreement is executed shall either become members of the Union in good standing or pay a monthly service fee set by the Union to cover the cost of collective bargaining, contract administration, grievance adjustment, and other legally permissible costs for the duration of this Agreement of any extension thereof.

It shall be a condition of employment that any new employee covered by this Agreement and hired on or after its execution date shall, on the sixtieth (60th) day following such employment either become a member of the Union in good standing or pay a monthly service fee set by the Union to cover the cost of collective bargaining, contract administration, grievance adjustment, and other legally permissible costs for the duration of this Agreement and any extension thereof.

Section 3.1

The Union agrees to indemnify and save the Board harmless against any and all liabilities, responsibilities, damages, including salaries and costs, including attorneys' fees, arising out of any and all claims, demands, suits or proceedings arising out of or by reason of, any action taken or not taken by the Board in reliance upon the check-off and union security provisions of this Agreement or the correctness of any Union dues or Union service fee deductions authorization furnished by the Union to the Board.

Section 3.2

Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix A, the Board shall deduct from the employee's pay, such initiation fees and/or dues as the Union shall determine. The deductions for any month shall be made twice each month. The Union agrees to hold the Board harmless from damages arising from the making of authorized deductions.

Section 3.3

Deductions as provided in Section 3.0 shall be remitted to the Council #4 office of the Union no later than thirty (30) days after such deductions have been made along with a list of employees from whom the deductions have been made.

Section 3.4

The Board shall provide one non-exclusive bulletin board in the business office for the use of the Union for notices or announcements.

Section 3.5

The Board shall provide new employees with a copy of the contract at the time he/she is employed. The Council #4 Office shall be supplied with one (1) signed original contract at the time of signing.

ARTICLE IV
SENIORITY

Section 4.0

The Board shall prepare a list of employees showing their seniority in length of continuous service from first day of employment and provide the same to the Union on December 1st of each year. Unless the Union files a grievance concerning the list in writing within 30 days following receipt of the list, the list will be presumed to be correct for all purposes of this contract. Upon completion of this probationary period (as defined in Section 3.1), new employees shall be added to this list.

Section 4.1

New employees hired to fill a vacancy or new position, and current employees hired to fill a new position shall serve a probationary period and shall have neither seniority rights nor grievance rights during this period. During the probationary period, an employee may be terminated for any reason at the discretion of the Superintendent or his/her designee. For new employees the probationary period shall be ninety (90) working days.

Section 4.2

A newly created bargaining unit position or a bargaining unit position that becomes vacant due to retirement, resignation or termination shall be considered a vacant position for the purposes of this article. All vacant bargaining unit positions shall be posted in the business office. Employees who desire to apply for vacant positions shall submit an application. Vacant positions shall be filled on the basis of qualification for the vacant position. In a case where a newly created position and/or promotion is to be filled and, in the Superintendent's opinion, two or more applicants possess equal qualifications and are the best qualified, if one of these is already employed within the bargaining unit, then said employee shall be shown preference in filling the position.

Section 4.3

In the event a reduction in force is necessary, the Board or its designee shall determine which position(s) shall be eliminated. Layoffs shall take effect within job classifications as follows:

- (a) probationary employees;
- (b) the employee with the least seniority first.

Employees to be laid off will be provided as much notice as practicable of such layoff.

Section 4.4

Non-probationary employees who are laid off shall have recall rights according to their classification. Employees shall be rehired according to their number of years of service within the bargaining unit, provided the employee is qualified in the judgment of the Superintendent to do the job. If an employee is notified that he/she is being recalled to employment and rejects that recall by not reporting to work within five (5) work days from receipt of written or oral notice, that employee shall lose all rights of recall. The Superintendent or his/her designee shall notify the laid off employee of an available job appointment in his/her classification. Notification shall be verified by certified mail to the employee's last known address. Recall rights shall be in effect for one (1) calendar year from the date of layoff.

ARTICLE V
WAGES

Section 5.0

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

Section 5.1

Wages will be calculated based on twenty-six (26) equal, biweekly installments.

Section 5.2

For employees hired before ratification of the 2016-2019 Agreement, longevity stipend of \$500 will be granted after fifteen (15) years of service, \$1,000 after twenty (20) years of service, and \$1,500 after twenty-five (25) years of service.

ARTICLE VI
INSURANCE AND PENSION BENEFITS

Section 6.1

The Board shall provide a High Deductible Health Care Plan with a Health Savings Account feature ("HDHP/HSA Plan") (as described in Appendix B). For each year of the Agreement, the deductible for the HDHP/HSA Plan shall be \$2,000 for single coverage and \$4,000 for family coverage.

Effective July 1, 2016, the Board will fund sixty-five percent (65%) of the deductible amount for coverage under the HDHP/HSA Plan. Effective July 1, 2017 and July 1, 2018, the Board will fund fifty percent (50%) of the deductible amount for coverage under the HDHP/HSA Plan. One-fourth of the Board's contribution toward the deductible will be deposited into the HSA accounts on the first payroll in July, the remaining three-fourths will be deposited into the HSA accounts on the first payroll in September. The parties acknowledge that the Board's contribution toward the funding of the HDHP/HSA Plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible will be funded for actively employed employees.

Bargaining unit employees shall be eligible for individual, two person and family coverage under the HDHP/HSA Plan upon receipt by the Board of an employee contribution toward monthly

insurance premiums by way of payroll withholding based on COBRA rates (if self-insured), as follows:

<u>2016-2017</u>	Board contribution	89.0%
	Employee contribution	11.0%
<u>2017-2018</u>	Board contribution	87.0%
	Employee contribution	13.0%
<u>2018-2109</u>	Board contribution	86.0%
	Employee contribution	14.0%

If the Board determines that the total cost of a group health plan offered under this contract may trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employee Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the plan so as to reduce the cost of the plan below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

All coverages are per Plan Document/Summary Plan Description for HDHP/HSA Option in effect July 1, 2016.

Section 6.2

Employees will be eligible for participation in the pension plan provided by the Board: Full vestment after five (5) years of service.

ARTICLE VII **HOURS OF WORK**

Section 7.0

The regular hours of employment shall be maximum of 40 hours per week.

Section 7.1

- (a) For all hours worked above 40 hours per week, employees will be paid time and a half their regular rate of pay.
- (b) No employee may work overtime hours without the prior approval of the Business Manager or the Superintendent.
- (c) In lieu of time and a half pay, upon prior agreement with the Business Manager or Superintendent, employees may earn compensatory time at time and a half.

Section 7.2

Each employee will have a thirty (30) minute paid lunch.

Section 7.3

One bargaining unit employee involved in negotiations will be allowed time during work hours for such responsibility, if negotiations cannot be arranged outside of work hours.

Section 7.4

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

Section 7.5

The hours of work for business office personnel on those days prior to holidays or vacations when teaching staff and students are released early shall be set at the discretion of the Superintendent of Schools.

Section 7.6

If teachers are dismissed early due to weather conditions, business office personnel may be dismissed early at the discretion of the Superintendent of Schools.

ARTICLE VIII
HOLIDAYS

Section 8.0

The following holidays shall be observed as days off with full pay when school is not in session, for regularly employed personnel who work on a twelve (12) month basis:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
* Floating Holiday

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

- (a) In order to be eligible for the holiday, an employee must work his/her regular scheduled day before and after a holiday. This does not apply for legitimate absence approved by the Superintendent of Schools.
- (b) In the event a holiday falls during an employee's scheduled vacation, the employee may take an extra day's vacation.

Section 8.1

If a holiday occurs on a Saturday or Sunday, employees will take either the Friday before or the Monday after, in accordance with the school calendar.

ARTICLE IX
LEAVE

Section 9.0

Sick Leave

- (a) Employees hired before July 1, 2016 shall be entitled to sick leave as follows:

- One year of service - 10 days
 - Two years of service - 15 days

- (b) Employees hired after July 1, 2016 will receive sick leave on an accrual basis as follows:

- One year of service - .83 days per month
 - Two years of service - 1.25 per month

Section 9.1

- (a) Sick leave shall only be used for personal illness or physical incapacity beyond the employee's control; or illness in the employee's immediate family (employee's household) up to a maximum of 8 days annually.
- (b) Sick leave may be accumulated to a maximum of one hundred fifty (150) days. A doctor's note is required when an employee is out more than five (5) consecutive work days.
- (c) All employees at age 55 or older, with at least ten years of service will, upon retirement, be eligible for reimbursement of accumulated sick leave at the rate of one half of his/her daily rate, or a maximum of \$1,500. This will be granted at retirement only.

Section 9.2

Personal Leave

- (a) Employees shall be entitled to five (5) days of personal leave annually upon written request to the Superintendent prior to taking the leave. Employees hired after July 1, 2016 will receive personal leave on an accrual basis .42 days per month. In cases of emergencies, the employee must submit a written statement of the nature of the emergency in order for the Superintendent to consider granting any leaves as a result of such an emergency.
- (b) No personal days may be used prior to or after a holiday or vacation.
- (c) Personal leave days shall not accumulate from contract year to contract year.
- (d) The Superintendent in his/her discretion may approve absence for personal reasons in excess of the number of days allowable, and such absence may result in a deduction of the equivalent of one day's salary.

Section 9.3

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

Section 9.4

If any provision of this Agreement is inconsistent with the provisions of any applicable family and medical leave statute, the provisions of the statute shall be controlling.

Section 9.5

Bereavement Leave

In addition to personal leave, employees will be allowed up to five (5) days leave of absence with full pay for each death in the immediate family. Immediate family will include parents, in-laws, grandparents, children, brothers, sisters, spouses, or other relatives who have been a part of the immediate family household. This leave must be concluded within five (5) calendar days following the death, unless a memorial service is planned at a later time. Additional bereavement time may be approved by the Superintendent for extenuating circumstances.

ARTICLE X
VACATION

Section 10.0

- (a) Employees will receive paid vacations, as follows:

One year of service - 5 days

Two years of service - 10 days

Five years of service - 15 days
Twelve years of service - 20 days

- (b) Employees hired after July 1, 2016 will receive vacation days on an accrual basis as follows:

One year of service - .42 days per month
After the second year of completed service - .83 days per month
After the fifth year of completed service - 1.25 days per month
After twelfth year of completed service - 1.67 days per month

Section 10.1

For all twelve month employees the vacation period will be set by mutual agreement between the Superintendent or his/her designee and the employee except that seniority shall govern preference. Seniority for purposes of this Article shall be defined as seniority within the Business Office. The Superintendent or his/her designee may refuse to grant a specific vacation request based on the operational needs of the District.

Section 10.2

For employees hired before ratification of the 2016-2019 Agreement:

- (a) Pro rata accumulated annual vacation pay shall be granted to an employee in the event he/she retires or resigns from employment with the Board, provided fourteen (14) days notice has been given in writing to the Board.
- (b) In the event of the death of an employee, his/her pro rata accumulated vacation pay shall be paid to the beneficiary designated by the employee in writing on a form provided for this purpose that shall be retained in his/her folder, or in the absence of such designation, to the employee's estate.
- (c) Section 10.2 above shall apply in the event of termination in good standing.

Section 10.3

Upon Superintendent approval, unused vacation may be carried over to the next year, up to a maximum of five (5) days.

Section 10.4

If an employee is required to work any part of his/her vacation, he/she will be allowed to use the vacation time at another time approved by the Superintendent or his/her designee.

ARTICLE XI **GRIEVANCE PROCEDURE**

Section 11.0

A grievance shall be defined as a claim by an employee, that as to him/her, there has been a violation of the specific terms of this Agreement. Grievances shall be processed in an orderly manner as outlined herein. Every effort shall be made by all parties concerned to resolve disputes

or misunderstandings informally, or at the lowest possible level of this procedure. Employees shall have the right to Union representation at any step of the grievance procedure.

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

Step 2. The Superintendent shall answer the grievance in writing within fifteen (15) working days after receipt. The Superintendent may meet with the Union if necessary before providing an answer.

Step 3. If not satisfactorily resolved, the grievance may be submitted by the Union to the Board within fifteen (15) working days after receipt of the Superintendent's response. The Board shall schedule a hearing for the grievance within forty-five (45) working days of receipt by the Board. The Board shall provide a written answer to the grievance within fourteen (14) working days after its hearing.

Section 11.1

If a grievance is not settled it may be submitted, at the request of the Union only, to arbitration before a tripartite panel of the Connecticut State Board of Mediation and Arbitration (SBMA). The Union's request for arbitration shall be in writing and must be filed with the SBMA no later than ten (10) working days after receipt of the written answer of the Board of Education at Step 3 above, with a copy of such filing to the Superintendent of Schools.

Section 11.2

The arbitrators designated shall hear and decide only one grievance at a time. Their awards shall be final and binding. They shall be bound and must comply with all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. Each party shall be responsible for its own costs associated with the SBMA arbitration process.

Section 11.3

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

Section 11.4

Any time limit specified within this Article may be extended by mutual agreement of the Union and the Board provided that, if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the answer in the last step considered. Failure by the

Board or its management representatives to respond to a grievance within the time limits prescribed herein shall be deemed to be a denial of the grievance on the last day allowed for such a response and the grievant may appeal within the appropriate time limits to the next level of the grievance procedure.

Section 11.5

Notwithstanding the provisions of Section 11.0 above, any grievance which is alleged to have resulted from actions by the Superintendent or by the Woodstock Board of Education shall be submitted initially to the Superintendent at Step 2 of the grievance procedure, without any requirement to file, meet or receive a decision at Step 1 of the grievance procedure.

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

The terms of this section 11.5 and waiver of Step 1 shall apply only in cases in which the grievant and the Union believe that the grievance arose from the decision or actions of the Superintendent or the Board of Education. In any case in which the initial filing takes place at Step 2 of the grievance procedure, the Superintendent may refer the grievant to either Step 1 of the grievance procedure as she/he sees fit and in such a case, the procedures described at Section 11.1 of the Agreement shall be followed.

Section 11.6

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

ARTICLE XII
EMPLOYEE DISCIPLINE

Section 12.1

Disciplinary action shall be administered in a fair manner. All discipline shall be for just cause.

Normally, progressive disciplinary actions shall follow in this order:

- Verbal warning
- Written warning
- Suspension
- Discharge

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

Section 12.2

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

ARTICLE XIII
NO DISCRIMINATION

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

ARTICLE XIV
SAVINGS CLAUSE

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 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 others.

ARTICLE XV
ENTIRE UNDERSTANDING

Section 15.0

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

Section 15.1

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

ARTICLE XVI
NO STRIKE

The Union and the employees agree, individually and collectively, that it or they will not authorize, condone, instigate or sanction any strike, sympathy strike, work slowdown, concerted refusal to render services or other interference with the orderly conduct of the Woodstock Public Schools. The Board agrees that there shall be no lockout of bargaining unit employees during the life of this Agreement or any extensions hereof.

ARTICLE XVII
DURATION

Section 17.0

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

Section 17.1

If either party wishes to modify this Agreement upon its expiration, such party shall notify the other party in writing at least one hundred twenty (120) days prior to June 1, 2019.


Section 17.2

This Agreement is the entire agreement between the parties. Upon taking effect, this Agreement cancels, terminates and supersedes any and all other understandings and Agreements which the parties may have previously entered into orally or in writing.

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

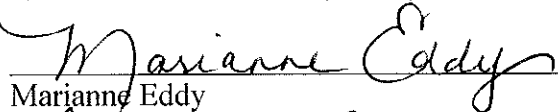
WOODSTOCK BOARD OF EDUCATION
(Board)

Date: 5/15/17


By: Michael Bernardi, Chariman

WOODSTOCK BUSINESS OFFICE
EMPLOYEES, LOCAL 1303-471 OF COUNCIL
4, AFSCME, AFL-CIO (Union)


Date: 5/15/17


Marianne Eddy

Date: 5/15/17


Deborah Luberto

Date: 5/15/17


Katrina Milanese

Date: 5/15/17


Laurie Webster, AFSCME Council 4

**APPENDIX A
WAGE SCHEDULE**

	2016-17	2017-18	2018-19
Accounts Payable	19.82	20.57	21.32
HR/Admin. Asst.	20.60	21.35	22.10
Payroll Asst.	24.54	25.29	26.04

2016-17 wages retroactive to July 1, 2016

