AGREEMENT BETWEEN

THE WOODBRIDGE BOARD OF EDUCATION

AND

UE Local 222, CILU #80

July 1, 2015 – June 30, 2018

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This Agreement is made as of this ____ day of July, 2015 by and between UE Local 222, CILU #80, affiliated with the United Electrical, Radio and Machine Workers of America, UE (hereinafter the "Union") and the Woodbridge Board of Education (hereinafter the "Board" or the "Employer"), and shall be binding on both parties hereto, their heirs, successors and assignees, until terminated or amended as hereinafter provided. "Superintendent of Schools" or "Superintendent", as used in the Agreement, shall mean the Superintendent or his or her designee.

ARTICLE I - RECOGNITION

The Board recognizes and acknowledges that the Union is the sole and exclusive representative of all employees in the classifications of work covered by this Agreement for the purposes of collective bargaining with respect to wages, hours and other conditions of employment as provided by the Connecticut Municipal Employee Relations Act (MERA). Classifications covered under this Agreement include: Food Service, Clerical, and Custodial; fill-in, part-time and full-time positions.

For purposes of clarification the following positions are excluded from this bargaining unit: Superintendent's Administrative Assistant, the Secretary to the Business Manager, the Cafeteria Supervisor, the Facilities Manager, the night Supervisor for custodial staff, teachers, teacher assistants, bus drivers, nurses, and all managerial, supervisory professional employees of the school district.

For purposes of this Agreement "part time" shall refer to employees regularly scheduled to work at least twenty (20) but less than thirty-five (35) hours per week and "full-time" shall refer to employees regularly scheduled to work thirty-five (35) hours per week or more.

For purposes of this Agreement within the clerical department, "part time" shall refer to employees regularly scheduled to work at least twenty (20) but less than forty (40) hours per week. "Full-time" shall refer to employees regularly scheduled forty (40) hours per week.

"Fill-in" shall refer to employees who do not have regularly scheduled work assignments but are used as needed to cover unit absences.

ARTICLE II – UNION SECURITY AND CHECKOFF

Section 1 - Union Security

Except as may otherwise be provided by law, all present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment by the 31st calendar day following the beginning of their employment or, if employed on the effective date of this Agreement, by the 31st calendar day following the effective date of this Agreement. This provision shall be made and become effective under the

provisions of the Connecticut Municipal Employee Relations Act, but shall not be applied retroactively, unless explicitly stated.

Except as may otherwise be provided by law, all present fill-in employees who are not members of the Union and all fill-in employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment after being employed for a period of ninety (90) work days or more. This provision shall be made and become effective under the provisions of the Connecticut Municipal Employee Relations Act, but shall not be applied retroactively, unless explicitly stated.

Except as may otherwise be provided by law, the failure of any person to maintain his or her Union membership shall obligate the Board, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person.

Section 2 - Checkoff

The Board agrees to deduct from the pay of all employees covered by this Agreement the dues and initiation fees of the Union and agrees to remit to the Union all such deductions by the 10th of the month following the month for which the deduction is made. Union dues shall be deducted in 24 equal payments from the first 2 paychecks per month commencing with the first paycheck in July. Written authorization is to be furnished by the employee in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on checkoff is not on the payroll during the week during which the deduction is made, the deduction will be made in the next payroll period.

Subject to applicable law, all employees of the Board covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement or who become members of the Union in good standing following the effective date of this Agreement shall as a condition of employment remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

Subject to applicable law, all present employees who are not members of the Union and individuals hired after the effective date of this Agreement shall as a condition of employment, beginning on the thirty-first (31st) calendar day following the effective date of this agreement or the thirty-first (31st) calendar day following employment whichever is later, become and remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees uniformly required is concerned, or, in lieu of Union membership, pay to the Union an equivalent service or agency fee.

Section 3 – Indemnification

The Union agrees to indemnify and to save the Board harmless from any and all claims or demands, including reasonable attorney's fees, which may be made against the Board arising out of an action taken against the Board under any of the Sections of this Article. Any funds remitted to the Union by the Board pursuant to the provisions of this Article shall thereafter become the sole and exclusive obligation and responsibility of the Union.

ARTICLE III - MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Board shall be exclusively privileged to exercise all the customary rights and functions of management, except those that are expressly restricted or limited under terms of this Agreement. Management privileges shall include, without limitation, the right to:

1) hire new employees and establish and direct their working functions;

2) demote (disciplinary), discipline, suspend or discharge for just cause;

3) create and eliminate positions, promote, demote, (non-disciplinary), transfer, layoff or recall employees as may be required for the efficient operation of the Woodbridge School District;

4) establish and require employees to observe reasonable Board of Education policies, regulations and rules;

5) decide the work schedules and the hours employees may be required to work to meet school needs;

6) Subcontracting. The Board may subcontract bargaining unit work presently performed or hereafter assigned to the bargaining unit employees as long as all available employees with seniority rights are actively at work and the work involved cannot be performed at a later date.

ARTICLE IV - PAST PRACTICES

Section 1

Past practices shall be maintained by the Board.. The parties, for the life of this Agreement, voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject matter which is specifically referred to or covered in this Agreement and all subjects over which the parties negotiated during the negotiations which formed this Agreement.

Section 2

Subject to the terms of this Agreement, all work of the bargaining unit shall be performed exclusively by employees in the classifications of work covered by this Agreement.

ARTICLE V – OFFICERS AND STEWARDS

The Board recognizes the right of the Union to designate Union officers and stewards. It is agreed that officers and stewards shall perform all full time work as is assigned by the Board and his or her time away from work investigating, presenting and adjusting grievances will be kept to a minimum. Before leaving work assigned to handle union matters of this nature, the officer or the steward shall be given authorization by the Superintendent or his or her designated representative who shall act in the absence of the Superintendent.

The authority of an officer or steward so designated by the Union shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.

The officers and stewards shall be allowed to utilize the School District's internal mail system for the transmission of messages and information which originate with, and are authorized by the Union or its officers.

Officers and Stewards shall be permitted to investigate, present and process grievances on the property of the Board without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

ARTICLE VI - NO STRIKE/NO LOCKOUT

Neither the union nor any employee shall take part in or encourage any strike, picketing or slowdown or a refusal or stoppage of work during the term of this Agreement, in accordance with federal and state statutes. The Union will cooperate fully with the Board in maintaining operations in the Woodbridge School District. No employee shall limit or attempt to limit the production or efficiency of himself/herself or any other employee.

The Board will not engage in any lock out during the term of this Agreement.

Neither the Union nor any employee may dispute through the grievance or arbitration procedure the disciplinary action imposed on any employee for violation of this article of the Agreement.

The Union will not authorize, sanction or support any violation of this Agreement.

ARTICLE VII- DISCIPLINE

Section 1

The Board shall not discipline any employee without just cause. In all cases involving the discipline of an employee, the Board must notify the employee in writing of his/her discipline and the reason therefore.

Section 2

Disciplinary actions shall normally be progressive and include: (a) a verbal warning, (b) a written warning, (c) suspension without pay and/or a final written warning, and (d) discharge, although it may include demotion or other disciplinary actions. It is not the intent of the parties that all discipline will follow the order or steps cited above. It is the intent of the parties that whatever the disciplinary action, such action shall be consistent with Section 1 of this Article.

Section 3

Any employee discharged must be paid in full for all wages owed him/her by the Board, including earned but unused vacation, if any, by the close of the next scheduled business day.

Section 4

A discharged or suspended employee must advise the Union and Superintendent or his or her designee in writing, within ten (10) working days after receiving notification of such action against him or her, of his or her desire to appeal the discharge or suspension. Filing of a timely grievance in accordance with the grievance procedure will constitute notice of appeal pursuant to this section.

ARTICLE VIII- GRIEVANCE PROCEDURE

Section 1

A grievance is hereby jointly defined to be any controversy, complaint, or dispute over a specific term or terms of this Agreement.

Any grievance arising between the Board and the Union or an employee represented by the Union shall be settled in the following manner:

> Step 1: The grievant(s) and a Union officer or steward shall submit a written grievance directly with the immediate supervisor within ten (10) working days of the incident giving rise to the grievance. The supervisor must respond to the grievance within three (3) working days. If a satisfactory settlement is not affected with the supervisor within the three (3) working days, the Union officer

or steward and grievant(s) may move the grievance to the next step of the grievance procedure. The failure of the supervisor to respond within three (3) working days shall be deemed a denial.

Step 2: Should a grievance fail to be resolved at Step 1, the Union officer or steward and grievant(s) shall present the grievance in writing to the Superintendent or his or her designee who has the authority to act upon such grievance within five (5) working days of the Union's receipt of the supervisor's Step 1 response or the expiration of the three (3) days he/she has to respond, whichever is later. The Superintendent's or his or her designee's written response must be presented to the Union within five (5) working days of the employer's receipt of the Step 2 written grievance. The failure of the Superintendent to respond within five (5) working days shall be deemed a denial.

Step 3: Should grievances fail to be resolved by the Superintendent or his or her designee, appeal must be presented in writing and in person to the Board within five (5) working days of the Superintendent's or his or her designee's decision expiration of the five (5) days he/she has to respond, whichever is later. The Board must respond with a written decision to the grievance within five (5) working days of the Board meeting during which the matter is considered. The failure of the Board to respond within five (5) working days of the Board meeting shall be deemed a denial.

Step 4: If no satisfactory settlement can be agreed upon, either party has the right to give notice of intention to file for arbitration. Such notice to go to arbitration must be in writing and submitted to the other party within twenty (20) working days of receipt of the Board's Step 3 written decision, or expiration of the five (5) days it has to respond, whichever occurs first. Both parties shall select a mutually agreeable and impartial Arbitrator within ten (10) working days of the written notice for arbitration. In the event they are unable to so agree, the matter shall be referred to the Connecticut State Board of Mediation and Arbitration on the eleventh working day. Alternatively, if mutually agreed to by both parties, the matter may be referred to the American Arbitration Association within the same time period. The expense of the Arbitrator selected or appointment shall be borne equally by the Board and the Union.

Section 2

Employees may have an officer or steward and/or a representative of the Union present during the discussion of any complaint or grievance with representatives of the Board.

Section 3

The Union may initiate a grievance at Step 2 within five (5) working days after it knew or should have known of the grievance.

Section 4

The parties may mutually agree to extend any time limits detailed in this Article.

Section 5

The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability. In the event the position of the Union is sustained, the aggrieved party shall be entitled to all benefits of this Agreement which would have accrued to him or her had there been no grievance, less all wages and benefits received in the interim, including unemployment compensation.

Section 6

Except as otherwise provided under Section 52-418 of the Connecticut General Statutes, both parties agree to accept the decision of the Arbitrator as final and binding.

ARTICLE IX - EMPLOYING NEW MEMBERS OF THE BARGAINING UNIT

Posting Positions - Notice of vacancies which are to be filled and/or new positions within the bargaining unit shall be posted on bulletin board space provided for the posting of Union notices under this Agreement. Such notice shall be posted for five (5) working days. Any employee interested in the position posted must apply, in writing, to the Superintendent of Schools within the posting period. Applicants shall be interviewed and the Superintendent shall select the applicant most qualified to fill the position

ARTICLE X - SENIORITY, LAYOFF, RECALL, BUMPING AND TRANSFERS

Section 1

Bargaining unit seniority is defined as the total length of unbroken service with the Board starting from the date of last hire. It shall be deemed to include any seniority presently held by an employee as reflected in Appendix B of this Agreement.

Classification seniority is defined as the total length of service within the employee's job classification. Each employee shall be considered to be within one of the following three classifications: Food Service; Clerical and Custodial.

The Board shall provide the Union annually with a seniority list of each bargaining unit member's district-wide and classification seniority, and the Board shall post such list on departmental bulletin boards.

All new employees shall be hired on a ninety (90) calendar days' trial basis and shall work under the provisions of this Agreement, within which time they may be dismissed without grievance by the Union and without the employee having recourse to the

grievance or arbitration procedures of this Agreement. However, the Board may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After the ninety (90) calendar days' trial period they shall be placed on the seniority list beginning on their first day of continuous employment with the Board.

In case of discipline within a trial period, the Board shall notify the Union in writing. Employees, in order of their bargaining unit seniority shall have preference:

(1) To work opportunity in the event of layoff for the lack of work;
(2) To recall to work after layoff.

New hire probationary employees shall be reduced, displaced and laid off prior to any permanent employee being reduced, displaced or laid off.

Reductions, displacements or layoffs of permanent bargaining unit employees shall occur within the department in order of inverse seniority, i.e. least senior first.

Prior to being laid off and placed on recall, a bargaining unit employee may fill a vacant position in another department provided the employee is qualified to perform the work.

No new employee shall be hired to perform bargaining unit work within the affected department while bargaining unit members are on recall from the affected department.

Section 2

(a) Seniority shall be broken only by:

(1) discharge for just cause;

(2) voluntary quit;

(3) failure to respond to a notice of recall from layoff for regular work within fourteen (14) calendar days after receiving notice

(4) unauthorized failure to report for three (3) consecutive days when working and on the seniority list, without good cause

(5) layoff for twenty-four (24) consecutive months; or

(6) absence due to a proven illness or injury for a period of twenty-six (26) months, or more.

ARTICLE XI- PAYROLL PERIOD

The payroll period shall run from 12:01 a.m., Thursday, to midnight, Wednesday, inclusive with payday on the eighth day following the close of the pay period (Thursday each employee shall be provided with a statement of gross earnings and an itemized statement of deductions made for any purpose each pay period. When the regular payday occurs on a holiday or day celebrated as such, the Board may pay the employees on the regular workday immediately preceding the holiday, but in no event later than the next working day following the holiday. The Superintendent or his or her designee reserves the right to annually establish a fiscal bi-weekly payroll schedule for purposes of time recording and pay distribution.

ARTICLE XII - WAGES AND HOURS OF WORK

Section 1 - Wage and Salary Schedules

Each current employee shall receive general wage increases to their current hourly rate on July 1st in each year of the new Agreement, as follows:

(a)	July 1, 2015	2.25%(Retroactive)
(b)	July 1, 2016	2.5%
(c)	July 1, 2017	2.9%

The wages for the term of this Agreement are set forth in Appendix A. Employees whose current wages are above those set forth in Appendix A, shall have their wages increased by the above percentages.

The Board shall annually appoint once per fiscal year an individual to serve as a non-supervisory Lead Custodian who shall receive a stipend of $1.00 per hour.

Food Service: Any food service employee who agrees to substitute for the cafeteria supervisor shall receive an additional $2.50 per hour while assuming the responsibilities of that position. The employee shall receive an additional $2.50 per hour to their hourly rate for the hours they substitute for the Supervisor.

Food Service employees holding a certificate as a certified professional food manager shall receive an additional fifty-cents ($0.50) per hour.

When the Facilities Manager is out of work for one full day or more, the day custodian shall perform any required duties of the Facilities Manager and shall receive three dollars ($3.00) per hour differential for doing so.

Section 2 - Work Day and Work Week

It is recognized by the parties to this Agreement that the Board is entitled to a fair day's work for a fair day's pay. The Union, in accepting this principle, recognizes the Board's obligation to its students and the public to require employees to perform efficiently and to meet reasonable standards of performance.

Section 3 Overtime

Work hours in excess of eight (8) hours per day or forty (40) hours per week will be paid at a rate of one and one-half (1 1/2) times the employee's base hourly rate.

Work performed on paid holidays will be compensated at two (2) times the employee's base hourly rate.

Work performed on Saturdays which is not part of an employee's regular work schedule will be compensated at one and one-half (1 1/2) times the employee's base hourly rate.

Work performed on Sundays which is not part of an employee's regular work schedule will be compensated at two (2) times the employee's base hourly rate.

Saturday and Sunday work of no more than eight (8) hours per day which is part of an employee's regular work schedule will be compensated at the employee's base hourly rate.

Employees required to work on a sixth or seventh day in a week shall be paid at the applicable premium hourly rate of pay.

Overtime for Custodians will be assigned according to a seniority rotation list. The procedure will be as follows: If a person is called for overtime and is not at home or cannot be reached, his or her name remains at the top of the list for the next call. If however the person at the top of the list declines the work, his or her name will be placed at the bottom of the rotation list. Once a person has been called in for overtime and agrees to work, his or her name goes to the bottom of the list. Alarm calls are handled separately from overtime calls (see Article XII, Section 9).

Section 4 - Early Call-Ins

Full-time employees ordered to report for work before their starting time shall be guaranteed eight (8) hours work or pay in addition to the time worked before their starting time.

Section 5 - Eight-Hour Regular Work Day

Any full-time employee who reports to work as scheduled shall be guaranteed a minimum of eight (8) hours' work or pay.

Section 6 - Transfers

The Board may transfer or assign employees to other jobs within the department when unusual conditions or emergencies necessitate it. If any full-time or part-time custodian is transferred or assigned to the night shift, the employee shall receive the night shift salary.

Section 7 - Work Schedules

A definite reporting time and working schedule covering all employees shall be established by the Board. The schedule shall be posted by the Board on Wednesday to become effective on Monday. When New Year's Eve falls on a scheduled day of work for custodians, custodial work schedules will be adjusted by administration to end no later than 6 p.m.

Section 8 - Night Shift

Night shift is defined as an eight hour day that begins at or later than 2:00 p.m. Section 8 - Alarm Calls

If a full-time or part-time employee is responding to an alarm call outside of his or her regular scheduled work hours, the employee will be compensated at their overtime rate for day or night, dependent upon when the call is received. If an alarm call is received on a paid holiday or a Sunday, compensation will be at two (2) times the employee's base hourly day or night rate dependent upon when the call is received. A minimum of four (4) hours will be paid in either case.

An alarm call list will be established each July 1st by the Business Manager with the alarm company to reflect a rotation of custodians to be called. The school district may include supervisors/administrators to the bottom of the list for security/safety reasons in the event a custodian may not be reached when called by the alarm company.

ARTICLE XIII - VACATIONS

Section 1 - Full-Time Staff

Full-time employees scheduled to work at least two hundred and twenty five (225) days per fiscal year and 30 hours or more per week (usually referred to as twelve (12) month employees) are entitled to vacation as follows:

1. After one (1) year of employment - 2 weeks (10 Days);
2. After seven (7) years of employment - 3 weeks (15 Days);
3. After fifteen (15) years of employment - 4 weeks (20 Days)

Section 2 - Part-Time Staff

Commencing July 1, 1999, part-time eleven (11) and twelve (12) month employees who are regularly scheduled to work in excess of 1,000 hours per fiscal year, and have worked for the Board for more than twelve (12) months shall begin accruing vacation time. The rate of accrual shall be in proportion to the hours the part-time employee actually works as compared to a full-time employee. Thus, a part-time employee who is paid for 1000 hours in a given fiscal year (compared to a full-time employee works 2080 hours) shall accrue 48% of the vacation allowances set forth in sub-Section 1, above. Part-time food service employees do not receive paid vacation leave.

Section 3 - Vacation Time Accrual

Employees will accrue vacation days at the rate of 1/12 of their entitlement per full month employment. Credit will be granted for accrued vacation days on the 1st of the following month.

Employees are allowed to accumulate vacation days until the end of the subsequent fiscal year.

Vacation days will not accrue during periods of unpaid leave, except where required by law. The Board will maintain its past practices regarding vacation eligibility and vacation years. Except as set forth in Section 4 below, no vacation time will be granted until it has been earned.

Section 4 - Vacation Time Usage

Employees may draw against their annual vacation time at the start of the fiscal year subject to approval by the Superintendent and provided that they sign a form to be provided by the Board authorizing the Board deduct from the employee's final pay the value of vacation days advanced which have not yet been accrued at time of termination. Should the employee leave the employment of the Board for any reason, vacation days taken, but not accrued, shall be refunded to the Woodbridge School District at the employee's per diem rate upon termination. The employee will be entitled to payment at their per diem rate for any accrued vacation days which have not been used at the time of separation.

The vacation schedule for each department must be posted by the Board not later than March 15th of each year to allow employees in order of their seniority to make their vacation selection. The schedule shall remain posted for thirty (30) calendar days, after which time it shall be taken down. Employees in the first fifty (50%) percent from the top of the seniority list must make their selection within the first fifteen (15) calendar days after posting. The balance of the department shall make selection in the remaining fifteen (15) calendar days. Any employee failing to make his or her selection during such periods shall be assigned to whatever vacation period may be open.

Vacation as posted and either bid for or assigned must be taken between July 1st and June 30th of each year. Any accrued vacation which is not taken by June 30th shall be lost, unless the employee, for good reason shown, is granted permission in writing by the Superintendent or his or her designee to carry over vacation time into the next year.

In no event shall more than five (5) days' vacation be carried over into a subsequent fiscal year.

Section 5 - If the Board finds it desirable to grant a vacation to all employees during a specific time established in June, July and/or August, it may do so.

Section 6 - Upon discharge by the Board, or quit by the employee, earned vacation time and pay shall be included in all final wage payments. In case of a death of an employee who has earned but unused vacation time, vacation pay due such an employee shall be paid to the employee's spouse, if the employee is married, otherwise it shall be paid to the employee's estate.

ARTICLE XIV – HOLIDAYS

Section 1 – The recognized paid holidays are set forth below. All full-time employees shall receive holiday pay equal to eight (8) hours pay at their base hourly rate. All part-time employees shall receive holiday pay on a pro-rata basis.

January 1 (New Year's Day)
January, Third Monday (Martin Luther King Day)
February, Third Monday (President's Day)
Good Friday
May, Fourth Monday (Memorial Day)
July 4, (Independence Day)
September, First Monday (Labor Day)
Yom Kippur (only if it falls on a regular school day and school is not in session)
October, Second Monday (Columbus Day)
November, Fourth Thursday and Friday (Thanksgiving Holiday)
December 24 and 25 (Christmas Eve and Christmas Day)

In addition to the foregoing, there shall be a floating holiday, designated by the Board by September.

Section 2 - No employee shall receive holiday pay unless they have worked their scheduled hours of the work day before and their scheduled hours of the work day following the day on which the holiday is observed with the exception of bereavement or medical event as follows: Should a member of the employee's immediate family or a family member bereavement occur on the day before and/or the day after a holiday, holiday pay shall be granted to the employee. Should the employee have a significant medical event requiring inpatient or outpatient hospitalization or surgical procedure,

holiday pay shall be granted to the employee upon submission of verification of hospitalization or procedure.

Section 3 - The Board shall not compel any employee to work on a holiday which falls on the employee's regularly scheduled day off, except in cases of emergencies. Employees required to work on a paid holiday shall be paid the applicable premium hourly rate of pay in addition to holiday pay.

Section 4 - A holiday occurring during an employee's vacation week will be counted as a holiday and will not be counted as part of the employee's vacation.

ARTICLE XV – LEAVES

Section 1 – Bereavement Leave

In the event of a death in the employee's immediate family, defined as father, mother, sister, brother, son, daughter, husband and wife, or grandchild, it is recognized that the employee may need time off to attend the funeral services. A leave of absence will be granted for a period of up to five (5) days. Up to three (3) days shall be allowed off in the case of the death of the employee's grandparent, mother-in-law, father-in-law, sister-in-law, and brother-in-law. When these days fall within the employee's regular work schedule, the Board will pay to the employee their straight-time pay for their scheduled hours. In the event of a death of the employee's niece or nephew, aunt or uncle, it is recognized that the employee may need time off to attend the funeral services. A leave of absence will be granted for the day of the funeral. When this day falls within the regular work schedule of the employee, the Board will pay to the employee their straight-time pay for their scheduled hours.

Section 2 - Sick Leave

(a) Full-Time Employees

For full-time employees, absence with pay will be allowed for fifteen (15) days each fiscal year, granted and earned at the rate of 1 1/4 days per month with credit being given on the first day of the following month. Unused sick leave may be accumulated up to one hundred and twenty (120) days. Sick leave will not accrue during periods of unpaid leave, except where required by law.

A maximum of five (5) days of sick leave per fiscal year may be used by a staff member to cover immediate family illness. Immediate family is defined as mother, father, sister, brother, child, grandparent, grandchild or spouse.

(b) Part-Time Employees

For twelve-month part-time employees, absence with pay will be allowed for six (6) days each fiscal year, granted and earned at the rate of one-half (1/2) day per month with

credit being given on the first day of the following month. For eleven-month part-time employees, absence with pay will be allowed for six (6) days each fiscal year, granted and earned at the rate of five-thousand-four-hundred-and-fifty-four-ten-thousandths (.5454) of a day per month with credit being given on the first day of the following month. For ten-month part-time employees, absence with pay will be allowed for ten (10) days each fiscal year, granted and earned at the rate of one (1) day per month with credit being given on the first day of the following month. For all part-time twelve and eleven month employees, unused sick leave may be accumulated up to thirty (30) days. For food service employees, unused sick leave may be accumulated up to forty-five (45) days. Food service employees can receive a payout of unused sick days not to exceed 11.25 days upon death or retirement. Sick leave will not accrue during periods of unpaid leave, except where required by law. Notwithstanding that sick leave accrues monthly, the Board shall advance the full annual sick leave allotment to any employee who is ill and has exhausted all his/her sick leave, included accumulated sick leave; provided, the Board may deduct the value of unearned but advanced and used sick leave from the employee's final paycheck in the event their employment is terminated before they have earned the days used.

A maximum of five (5) days of sick leave per fiscal year may be used by an employee to cover immediate family illness. For the purposes of this section only, immediate family is defined as mother, father, sister, brother, child, grandparent, grandchild or spouse.

The Board retains the right to request a physician's certification that the employee is fit to return to work prior to the employee returning to work.

If a full-time employee dies while in the employ of the Woodbridge School District or if the employee retires, such employee or his or her estate, as appropriate, shall, in addition to all other benefits due, be paid for twenty five percent (25%) of his or her unused, accumulated sick leave days up to the maximum accumulation of 120 days. That is, an employee at the maximum accumulation of 120 days shall be paid for thirty (30) sick days. The payment shall be calculated by multiplying: (a) the employee's daily wage or salary rate by (b) the number of unused, accumulated sick leave days credited to the employee by (c) twenty-five one hundredths (.25).

If a part-time employee dies while in the employ of the Woodbridge School District or if the employee retires, such employee or his or her estate, as appropriate, shall, in addition to all other benefits due, be paid for twenty five percent (25%) of his or her unused, accumulated sick leave days up to the maximum accumulation of thirty days. That is, an employee at the maximum accumulation of thirty (30) days shall be paid for seven and one-half (7 1/2) sick days. The payment shall be calculated by multiplying: (a) the employee's daily wage or salary rate by (b) the number of unused, accumulated sick leave days credited to the employee by (c) twenty-five one hundredths (.25).

In the event of layoff, the affected employee shall retain their accumulated sick leave in the event of recall, but shall not accrue additional sick leave during the period of layoff.

Section 4 - Personal Leave

(a) Full-Time Staff

Absence with pay of up to two (2) days each fiscal year will granted to full-time employees upon request for individual personal matters which cannot be attended to outside of their normal work hours. Personal leave will not accrue during periods of unpaid leave, except where required by law. Effective July 1, 2010 there will be no further accumulation of unused personal leave days from one fiscal year to the next. No employee shall lose any personal leave days currently accrued as of effective date of this Agreement; however any such accrued personal leave days must be used no later than June 30, 2010.

(b) Part-Time Staff

Absence with pay of one (1) day each fiscal year will be granted to part-time employees upon request for individual personal matters which cannot be attended to outside of their normal work hours. Personal leave will not accrue during period of unpaid leave, except where required by law. Effective July 1, 2010 there will be no further accumulation of unused personal leave days from one fiscal year to the next. No employee shall lose any personal leave days currently accrued as of effective date of this Agreement; however any such accrued personal leave days must be used no later than June 30, 2010.

(c) Personal Leave Usage

(1) Personal leave days will be granted to Full-Time or Part-Time staff for the following purposes:

A. Legal matters, e.g. court appearances or real estate closings;

B. Medical appointments that can not be made outside of work hours;

C. Attendance at important personal affairs such as weddings, funerals, graduations;

D. Emergencies of a critical nature.

(2) Personal leave may be taken in half-day or full-day increments and shall be paid at the employee's hourly rate.

(3) Whenever possible, medical or dental appointments must be scheduled before or after regular work hours.

(4) Absences for reasons such as the extension of holidays or weekends, travel not associated with any emergency situation, or personal affairs

which can ordinarily be accomplished outside of normal work hours shall not be proper occasions for use of personal days.

(5) An employee is required to request personal leave as soon as the employee knows of the circumstances giving rise to the need for such leave. The request should be made to his or her immediate supervisor or, in his or her absence, to the Superintendent of Schools. Whenever possible, notification should be made in writing.

Section 5 - Family and Medical Leaves

Family and Medical Leaves of Absence are governed by the federal Family and Medical Leave Act. In accordance with that law, the Board will grant an unpaid leave of absence to employees for the birth or adoption of their child, the serious health condition of their child, spouse or parent, or the serious health condition of the employee. The employee shall be required to have his or health care provider (or his or her spouse's, parent's or child's health care provider) complete, sign and return to the Board United States Department of Labor Form WH-380. Employees will be eligible for such leave if they have been employed at least twelve months and have worked at least 1,250 hours in the previous twelve months.

Eligible employees are entitled to twelve (12) weeks of unpaid leave within a twelve (12) month period, which will be measured backward from any day the employee takes leave under the law.

The twelve (12) weeks of leave will be inclusive of any accrued but unused vacation, personal, holiday, sick time and Workers' Compensation leave, as applicable. The employee must exhaust all such paid leave prior to the commencement of unpaid leave time. Sick leave may be used prior to the birth of a child provided that the employee's doctor indicates on the Form WH-380 that the employee is disabled or ill and unable to perform her work responsibilities. After the baby is born, a second Form WH-380 executed by the doctor should be filed indicating whether or not the employee is still disabled and indicating the length of time it is anticipated that the employee will be unable to work.

During a family or medical leave of absence employees shall be provided with all benefits required by federal law.

Section 6 - Jury Duty Leaves

In accordance with Section 51-247 of the Connecticut General Statutes, the Board will provide jury duty pay benefits to all employees serving on jury duty during the hours when the employee would otherwise be scheduled to work.

Eligible employees will be paid their full wages for the first five (5) days of jury duty on which the employee was scheduled to work, as required by the State Statute noted above.

After the first five (5) days, employees will be reimbursed for the difference between his or her regular rate of pay and jury duty pay the compensation they receive as a result of their jury duty.

Employees are responsible for presenting the summons to appear for jury duty to the supervisor to whom they report immediately upon receipt of the notice of juror service.

On any day on which an employee is excused from jury duty before noon on his or her regular work day, the employee shall be required to report to work.

Leave Without Pay

Employees may take an unpaid leave of absence not to exceed one (1) calendar year, by submitting a written request to the Superintendent or his/her designee. Approval of an unpaid leave of absence shall be at the sole discretion of the Superintendent or his/her designee.

ARTICLE XVI - EMPLOYEE PENSION AND MEDICAL BENEFITS PLANS

Regular full-time clerical and custodial employees will be eligible for health and medical insurance, life insurance, pension, and Section 125 Plan benefits when they work 30 or more hours per week and at least 225 days (inclusive of vacation and holidays) per year. Food Service regular employees will be eligible for the same providing they work 30 or more hours per week and at least 180 days per school year.

Section 1-Health and Medical Insurance

Full-Time Employees

The Board shall provide the medical and dental insurance programs set forth below to each full-time employee, subject to the employee contributions set forth below. In addition, the Board shall provide the medical insurance programs set forth below to the spouse and dependent children of each full-time employee who has been continuously employed by the Board since September 1, 1993, subject to the following employee contributions:

Effective July 1, 2015 — 10.5%

Effective through June 30, 2016, employees whose spouse and dependent children are not eligible for Board paid medical insurance may enroll these dependents in the medical insurance programs set forth below by paying to the Board one-half of the cost differential between the insurance selected (two person or family) and the cost of single coverage for the Century Preferred Plan.

Effective through June 30, 2016, employees whose spouse and dependent children are not eligible for Board paid medical insurance may enroll these dependents in the Anthem Blue Care Basic Plan set forth below by paying to the Board 30% of the cost differential between the family coverage and the cost of single coverage for the Anthem Blue Care Basic Plan.

Effective July 1, 2016, employees whose spouse and dependent children are not eligible for Board paid medical insurance may enroll these dependents in the High Deductible Health Plan set forth below by paying to the Board 30% of the cost differential between the family coverage and the cost of single coverage for the High Deductible Health Plan.

<u>Century Preferred Plan with the following features:</u>

Managed Benefits Program with the following deductibles and co-payments:

Office Visit - $20.00 Primary; $25.00 Specialist
Urgent Care - $25.00
In-Patient Hospital - $200.00 (Waived if re-admitted within 90 days)
Outpatient - $100
Out-of-Network Deductible - $500/$1,000/$1,500
Out-of-Network Coinsurance – 20%
Out-of-Network Maximums - $2,000/$4,000/$6,000
Emergency Room - $100.00
High Cost Diagnostics - $50 ($375 annual maximum)

Dependent child rider (Age 26)
Full Service Dental Plan
Vision Care Rider
Dental Riders A, B, C & D

A three-tier prescription plan with the following deductibles:

- $5 generic
- $25 brand name (preferred)
- $40 brand name (non-preferred)
- Concurrent review for manufacturer dosage limits and drug interaction
- Mail order: Two times (2x) retail copay for 90 day supply
- Experimental drugs for cancer treatment, undergoing clinical trials, are covered, while other drugs require FDA approval.

B. Anthem Blue Care Basic Plan with the following features:

Health Maintenance Organization (HMO) plan with the following deductibles and co-payments:

Office Visit - $20.00
Specialist - $30.00
Urgent Care - $75.00
Emergency Room - $100.00 (Waived if admitted)
High-Cost Diagnostics - $75 co-pay, $375 co-pay maximum per year

Dependent child rider (Age 25)
Full Service Dental Plan
Vision Care Rider
Dental Riders A, B, C & D

A three-tier prescription plan with the following co-payments:

- $5 generic
- $25 brand name (preferred)
- $40 brand name (non-preferred)
- Concurrent review for manufacturer dosage limits and drug interaction
- Mail order: Two times (2x) retail copays for 90 day supply
- Experimental drugs for cancer treatment, undergoing clinical trials, are covered, while other drugs require FDA approval.

Inpatient Hospital / Outpatient Surgery - $1,500 / $4,500 Annual Deductible. The Board agrees to pay one-half of the applicable inpatient hospital / outpatient surgery deductible for employees electing the Anthem Blue Care Basic Plan.

High Deductible Health Plan/Health Savings Account

Effective July 1, 2016, the PPO and HMO plans described above shall no longer be offered. In lieu thereof, employees may participate in a high deductible health plan (HDHP) with deductibles of $2,000 (single); $4,000 (dependent) which shall be funded 50% by the Board. After the deductible; In-Network medical expenses are covered 100% and prescription drugs are subject to copays of $5/$25/$40; Out-of-Network expenses after the deductible are covered 80% In-Network; out-of-pocket maximums are $3,000 (single)/$6,000 (dependent); Out-of-Network, out-of-pocket maximums are $4,000 (single)/$8,000 (dependent).

Employees shall contribute towards the cost of the HDHP as follows:

- 7/1/16 – 9.5%
- 7/1/17 – 10.5%

Part-Time Employees

Part-time employees have the option of enrolling themselves and/or their dependents in the Board's health and medical plans at their own expense (COBRA rates).

C. Voluntary Waiver of Health Insurance Coverage

(1) Employees eligible for health and medical insurance coverage may elect, on a completely voluntary basis, to waive or "step down" Board provided health insurance coverage. Employees electing to do so shall sign a voluntary waiver or step down of coverage form prior to the beginning of any contract year.

(2) In consideration of such voluntary waiver of insurance, the Board will pay $1,800.00 per year in equal installments for family coverage; $1,200.00 per year in equal installments for dual coverage (2 covered individuals); and $800.00 per year in equal installments for single coverage, each payable on the regular pay day each year that the waiver is in force; and,

(3) In consideration of a step-down of insurance, the Board will compensate as follows: from family to two-person coverage - $599.94 annually; from two (2) person to single coverage - $400.18 annually.

(4) Any employee who, because of changed circumstances, wishes to revoke his or her insurance waiver or step down may do so by notifying, in writing, the Business Manager. Upon receipt of such notification, the Business Manager will contact the applicable insurance carriers and request reinstatement of the employee under Board-approved health insurance coverage.

(5) Insurance coverage waivers and step downs are subject to any limitations or restrictions which may be imposed by the applicable insurance carriers. Employees who waive or step down insurance coverage and subsequently apply for reinstatement shall be subject to all reinstatement provisions imposed by waiting periods. The terms of this waiver or step down provision must also be acceptable to the underwriting carriers.

Section 2 - Life Insurance

Life insurance coverage is provided to regular full-time and part-time employees at one (1) times the employee's base annual salary (according to his or her contract), to the next higher one thousand dollars, with minimum coverage of

$20,000.00. These policies will be administered in accordance with the provisions set forth by the carrier.

Section 3 - Pension

Employees are eligible to participate in the Connecticut Municipal Employees' Retirement Fund B (the "Plan") if they are regular employees, working at least 20 hours a week.

Employees meeting the requirements become members automatically and contribute to the system. Deductions will be made through payroll every payday. The employee becomes a member on the day following his or her completion of the probationary period (called the "Date of Hire" under the Plan).

The employee shares the plan cost with the municipality. The amount the employee contributes depends on whether or not the employment is covered by Social Security.

If the employment is covered by Social Security, the employee's contribution is 2 1/4% of that part of his or her pay on which Social Security taxes are withheld and 5% of his or her pay above the Social Security Taxable Wage Base.

The contributions that the employee makes provide only a portion of the cost of benefits. The Board makes required contributions set by the Retirement Commission to fund the remaining cost. The Board is also assessed to pay the administrative costs of the Plan. The Board shall provide the Union copies of the monthly service contributions made on behalf of the Board and bargaining unit employees.

This Plan is governed by the Connecticut State Employees' Retirement Commission.

ARTICLE XVII - MISCELLANEOUS

Section 1 - Court Appearance

If an employee is a witness in any court proceedings in which the Board is a party, said employee shall receive his or her regular daily rate of pay for so appearing.

Section 2 – Bonding

The Board shall have the right to require that employees occupying finance-responsible positions or positions which involve the handling of cash, checks or their equivalent be bonded in an appropriate amount. Should the Board require such bonding any and all premiums involved shall be paid by the Board.

Section 3 - Physical Exams

The Board, for cause, shall have the right to require a physical examination of an employee by a physician of the Board's choice regarding the employee's fitness for work. Physical examinations required by the Board and performed under its direction shall be paid for by the Board.

Section 4 - Personal Identification

If the Board requires employees to wear employee-specific personal identification, the cost of such personal identification shall be borne by the Board.

Section 5 - On The Job Injury

The Board agrees to cooperate toward the prompt settlement of employee on-the-job injury claims.

Section 6 – Uniformed Services Employment & Reemployment Rights Act of 1994

Employees entering service covered by the Uniformed Services Employment and Reemployment Rights Act of 1994 shall be granted all rights and privileges provided by law, including without limitation, all reemployment rights.

Section 7 - Bulletin Board

The Board will provide a suitable bulletin board in the school office, the employee lounge, the food service work area, and in the Business Office for the posting of Union meetings or notices, and notices of vacant or new bargaining unit positions.

Section 8 - Union Access

Authorized agents of the Union may enter the Board's establishment during working hours in order to investigate any complaints or grievance which may have been reported to them and to collect dues, etc.

Section 9 - Workers' Compensation

An employee of the District who sustains an injury or contracts an illness which arises out of and in the course of his or her employment shall be provided compensation for lost time and medical expenses incurred as a result of such injury or illness under the provisions of the Workers' Compensation Act of the State of Connecticut. When an employee is injured on the job, such employee shall be guaranteed his or her regularly scheduled per diem pay for the day injured.

Section 10 - Special Clothing

To the extent that the Board requires an employee to wear special clothing and/or shoes, the Board agrees to reimburse the employee up to $150.00 once each year towards the purchase of required clothing upon presentation of a signed receipt to the Business Manager. Food Service workers may use the $150 to purchase approved footwear.

Foul weather gear will be available at no cost to the employee when needed to perform work assignment.

Section 11 - Labor Convention/Union Business

The Board agrees to grant up to two (2) days with pay, without discrimination or loss of seniority rights, to one (1) employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business, provided forty-eight (48) hours written notice is given to the Board by the Union, specifying length of time off.

Section 12 - Safety Apparel

Safety apparel for the protection, safety, and health of employees as results from the nature of the employee's work shall be provided for by the Board when deemed necessary by the Board or required by law without cost to the employee.

Section 13 - Annual Performance Review

Employees will have annual performance reviews. Appraisal will be based on the Supervisor's judgment and assessment of the performance of the assignments and expectation of the job description.

Section 14 - Snow/Emergency Days:

(a) Full-Time Employee
Custodial and maintenance staff are expected to report to work regardless of the weather, except for those occasions when the roads are legally closed.

Food Service employees need only report to work on days when school is in session for students.

All other employees will be contacted by "phone chain" to be told of their reporting obligations as determined by the Superintendent. If a clerical employee is scheduled to work on a snow/emergency day and is unable to report to work due to the conditions, he or she may charge the day to a Vacation or Personal day. A Reason for Absence form must be completed upon the employees return to work.

In the event the roads are closed by order of the Governor or the First Selectman, employees shall not be charged a vacation or personal day nor shall they suffer a loss of pay.

(b) Part-Time Employee
Part-time employees are paid only for those hours worked. When students are released early because of inclement weather or other emergencies, part-time employees will be expected to complete their normal work day, unless excused on a case by case basis by the Superintendent or his or her designee. Action by the Superintendent or his or her designee in permitting part-time employees to leave work early under such circumstances shall not be claimed or advanced as past practice or precedent for any future cases, whether similar or dissimilar. If part-time employees request and are permitted to leave work early, as provided above, they will receive pay only for those hours they have worked.

In cases where the Superintendent closes the buildings, full-time and part-time employees who are prohibited from completing his or her previously scheduled hours for the day shall be paid for all such scheduled hours.

ARTICLE XVIII - NON DISCRIMINATION

There shall be no discrimination, harassment, restraint or coercion against an employee on the basis of his or her sex, sexual orientation, gender identity, marital status, race, religious creed, age, color, ancestry, national origin, veteran status, genetic information, or present or past history of mental disorder, mental retardation, learning disability or physical disability. Bargaining unit members' complaints under this Article shall be subject to resolution under State and/or federal law and shall not be subject to the grievance and/or arbitration provisions of this Agreement.

ARTICLE XIX - CREDIT UNION

The Board agrees to deduct amounts specified by the employee from the wages of those employees who shall have given the Board written authorization to make such deductions by electronic transfer. The amount so deducted shall be deducted from the employee's pay each pay period and remitted to the Credit Union once biweekly. The Board shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those bi-weekly in which the employee's earnings shall be less than the amount authorized for deduction.

ARTICLE XX – FULL AGREEMENT, INVALIDITY, TERMINATION AND RENEWAL

This agreement and its appendices constitute the entire agreement between the Employer and the Union; and concludes all collective bargaining negotiations, except as may be otherwise mutually agreed hereafter during the term of this agreement.

This Agreement shall not be altered, amended or changed, except in writing, signed by both the Board and the Union, which amendment shall be appended hereto and become a part hereof, after ratification by the Union Membership and the Board.

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid by court of law or an Arbitrator, the validity of the remaining portions of the agreement shall not be affected. Should both parties to this agreement mutually agree that a court or arbitrator ruling impacts on parts of the agreement, they shall immediately negotiate a substitute for the invalidated article, section, sentence clause or phrase.

Once ratified by both the members of the bargaining unit and the Woodbridge Board of Education, wage rates established by this Agreement shall be paid retroactively to July 1, 2015. The remainder of this Agreement shall become effective on the date it is ratified by both the members of the bargaining unit and the Woodbridge Board of Education. It shall remain in full force and effect until June 30, 2018, and thereafter until either party serves a sixty (60) days written notice on the other party specifying a desire to modify or terminate this Agreement. Should either party fail to give such sixty (60) days notice, this Agreement shall remain in full force and effect until such notice is given and for sixty (60) days thereafter.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of February ____, 2016.

Woodbridge Board of Education

By: Margaret Hamilton
Margaret Hamilton
Chairperson

By: Gaeton F. Stella
Gaeton Stella, Ph.D
Superintendent

UE Local 222, CILU #80

By: Lola M [illegible] 2/8/16

By: [illegible] 2/8/16

APPENDIX A

Woodbridge School District
Non-Certified Salaries
UE Local #222
July 1, 2015 – June 30, 2018

I. Beginning Wage Rates and Transfers					
				Class 4	**Class 5**
Clerical		School		Principal/ Asst. Principal/Accts Payable	Dir. of Spec. Ed.
		Secretary		School Secretary*	Secretary
7/1/2015 - 6/30/2016		$18.41		$22.50	$23.60
7/1/2016 - 6/30/2017				$23.06	$24.96
7/1/2017 - 6/30/2018				$23.74	$26.45
*Effective July 1, 2016					

		Class 1	**Class 1**	**Class 1**	**Class 2**	**Class 2**	**Class 2**
Custodial		**Days* New Hire**	**Days* after 1 yr**	**Days* after 2 yrs**	**Nights New Hire**	**Nights after 1 year**	**Nights after 2 yrs**
7/1/2015 - 6/30/2016		$16.65	$18.32	$20.11	$17.80	$19.60	$21.51
7/1/2016 - 6/30/2017		$17.06	$18.78	$20.62	$18.25	$20.09	$22.05
7/1/2017 - 6/30/2018		$17.56	$19.33	$21.21	$19.89	$20.67	$22.69

Food Service		**New hires 7/1/12**	**1 yr of service**	**3+ years of service**	
7/1/2015- 6/30/2016		$12.89	$14.00	$14.71	
7/1/2016 - 6/30/2017		$13.22	$14.36	$15.08	
7/1/2017 - 6/30/2018		$13.60	$14.77	$15.52	

Year 1: GWI 2.25%, YEAR 2: GWI 2.5%, YEAR 3: GWI 2.9%

*In addition to the above base rate, so long as there is a single day custodian who performs administrative duties over and above those of other custodians, such as, processing work orders and coordinating events, the day custodian shall receive the following stipend:

- 7/1/15: $0.50/hour
- 7/1/16: $1.25/hour