

**COLCHESTER BOARD OF EDUCATION**

**AND**

**LOCAL 818, COUNCIL #4**

**AFSCME, AFL-CIO**

**July 1, 2017 through June 30, 2019**

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## **PREAMBLE**

This Agreement entered into by Colchester Board of Education (hereinafter referred to as the "Employer") and Local 818 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union") has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE I RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of employment and other conditions of employment for all full time supervisory employees in the following classifications: Cafeteria Managers Cafeteria Supervisor. Full time employees shall be defined to mean those employees employed for twenty (20) hours a week or more. Summer work study students and temporary help are excluded from the provisions of this Agreement. Temporary help is defined as employees hired on a temporary basis to fill in during periods of extended illness or their authorized leave of regular employees and to otherwise meet District needs.

## **ARTICLE IA BOARD'S PREROGATIVES**

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Colchester in all its aspects, including but not limited to the following:

- to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Colchester;
- to give the children of Colchester 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, transfer, promote or demote, to lay off, furlough, terminate or otherwise relieve school employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board

to suspend or dismiss school employees in the manner provided by statute or board policy;

to designate 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 wherever 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 establish contracts and subcontracts for the Board's operations (if the Board exercises its right to subcontract any of its operations, then the Board shall include a preferential hiring clause within its initial contract with the applicable subcontractor that Board employees within the affected classification shall be hired by the contractor to perform the work serving the Colchester Board of Education, subject to the contractor's normal hiring requirements);

to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings;

to prepare and submit budget to the Board of Finance and, in its sole discretion, spend monies appropriated by the Town for the maintenance of the schools, and to make transfers of funds within the appropriate budget as it shall deem desirable;

to establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices and procedures;

to discontinue processes or operations or to discontinue their performance by employees;

to select and to determine the number and types of employees required to perform the Board's operations;

to prescribe and enforce rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board.

to insure that incidental duties connected with school operations, whether enumerated in job descriptions or not, shall be performed by employees.

to create job descriptions and/or job specifications and to revise existing job descriptions and/or job specifications as deemed necessary.

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.

## **ARTICLE II**

### **UNION SECURITY**

#### **Section 2.0**

All employees in the bargaining unit shall, as a condition of employment become a member of the Union in good standing, or pay a service charge equal to the cost of collective bargaining, contract administration and grievance adjustment (but not more than Union dues) for the duration of this Agreement or any extension thereof. The Union agrees to hold the Employer harmless from damages arising from the making of authorized deductions.

#### **Section 2.1**

Upon receipt of a signed authorization form from the employee involved, a copy of which is attached to this Agreement as Appendix A, the Employer shall deduct from the employee's pay on the first and second payroll of each month, in equal installments, such initiation fees dues or agency fees as the Union shall determine in accordance with law.

#### **Section 2.2**

The amount will be certified by a responsible Union officer in writing and may be raised or lowered by the Union once annually by December 1 upon written notification by said officer to the Employer.

#### **Section 2.3**

Such payroll deductions, provided herein, shall be remitted to the Council #4 office of the Union by the fifteenth (15th) day of the next month following the month in which such dues and/or service fees were deducted along with a list of names of employees for whom the deductions have been made.

#### Section 2.4

New employees shall sign a payroll deduction card at the time of hire, effective the first payroll following completion of thirty (30) days of employment. It is the responsibility of the Union President to have the card completed and transmit same to the Superintendent's office.

#### Section 2.5

The employees agree, individually and collectively, that there shall be no strikes at any time during the terms of this Agreement and/or during any extensions or renewals of this Agreement.

The Employer agrees that there will be no lockout of any of its employees during the life of the Agreement and/or during any extensions or renewals of this Agreement.

#### Section 2.6

The employer shall post the contract on line so it is accessible to bargaining unit employees. The Council #4 office shall be supplied with an electronic copy and one (1) signed original contract at the time of signing or as soon thereafter as is possible, but no longer than thirty (30) days.

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

#### Section 3.0

Upon the written request of the Union, the Employer shall prepare a list of employees showing their seniority in length of service and deliver the same to the Union on December 1 of each year. Unless the Union files a grievance concerning the list within thirty (30) days of receipt of same, the list will be presumed to be correct for all purposes of this contract, said grievance to be in writing. Seniority for all employees hired on or after July 1, 1993, shall be based on continuous length of service in the bargaining unit.

Upon completion of their probationary period, new employees shall be added to this list. For the purposes of calculating seniority, employees commence their probationary period as of the date they are employed to work in a bargaining unit position twenty (20) hours or more per week.

#### Section 3.1

New employees working in a bargaining unit position shall serve a probationary period of ninety (90) actual working days (excluding leave time) and shall have no seniority rights

during this period, but shall be subject to all other provisions of this Agreement, except the right to grieve discipline or discharge through the grievance procedure. All employees who have completed the probationary period shall acquire length of service records as of the date of this employment.

### Section 3.2

- a. All vacancies shall be posted for a period of five (5) calendar days electronically, prior to filling.
- b. Upon written request, a copy of the job posting and a list of the persons bidding for the job shall be sent to the Union Secretary at the end of the posting period.
- c. The person appointed to the vacancy and the Union shall be notified in writing of the appointment.

### Section 3.3

The Superintendent of Schools shall give written notice to the Union and to all employees to be affected by any proposed layoff at least fourteen (14) calendar days before the effective date thereof.

### Section 3.4

For a period of up to eighteen (18) months, a laid-off full-time employee shall be rehired within the classification from which they were laid off or in which they have previously served and no new employees shall be hired in those classifications until the employees set forth above have been given an opportunity to return to work. Five (5) calendar days written notification to the last known address shall be sufficient notification. If no reply is received within ten (10) calendar days after the mailing of notification as aforesaid, then all of the provisions of this section shall have been deemed complied with. Returning employees, under the provisions of this section, must return to work within seven (7) calendar days from the date of the mailing of the notification.

- a. The provisions of Section 3.4 shall not apply to emergencies, the use of temporary help, or temporary replacements pending the return of any employee who has been recalled from a layoff.

**ARTICLE IV**  
**REGULAR HOURS OF WORK**

**Section 4.0**

Overtime shall be paid by the Board for hours worked beyond forty (40) in one work week, when assigned in advance by the designated supervisor.

**Section 4.1**

Unless modified by the Superintendent with three (3) weeks' notice, the basic work week for Cafeteria Managers and the Cafeteria Supervisor shall be six and one-half (6½) hours per day, Monday through Friday. The basic work year for the Cafeteria Managers shall be from 168 days to 193 days.

**ARTICLE V**  
**HOLIDAYS**

**Section 5.0**

For ten (10) month employees, they shall receive the paid holidays listed below that fall during the school year on days they would otherwise be scheduled to work.

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

**Section 5.1**

- a. Holidays falling on Saturday shall be celebrated the preceding day and when school is not thereby in session.
- b. Holidays falling on Sunday shall be celebrated on Monday and when school is not thereby in session.

**Section 5.2**

Whenever any of these holidays shall occur while an employee who has obtained a formal leave of absence for illness under Article VII is out on sick leave, the employee shall accept the day as a holiday with no charge to sick leave.



### Section 5.3

At the discretion of the Superintendent of Schools, an employee shall not be paid for a holiday if he/she fails to report for work on the regularly scheduled work day prior to, or following the holiday. This section shall not apply if an employee is on authorized leave.

### Section 5.4

If school is held on a holiday listed above, it shall be considered a work day. In such cases, the unit member shall be entitled to a floating holiday scheduled with the agreement of the unit member's supervisor.

## **ARTICLE VI** **SICK LEAVE AND LEAVES OF ABSENCE**

### Section 6.0

Ten (10) month employees shall be entitled to sick leave, at current base pay accruing at the rate of one day per month, to a maximum of ten (10) days during a fiscal year such sick leave that is not used shall be accumulated to a maximum of eighty (80) days.

### Section 6.1

Sick leave may be used in the following cases:

- a. Personal illness or physical incapacity due to illness or disability.
- b. Enforced quarantine of the employee in accordance with community health regulations.

### Section 6.2

For any absence, a doctor's certificate shall be submitted to the Superintendent of Schools upon the employee's return to work, at the request of the Superintendent, if he/she wishes to verify fitness for return to duty in accordance with the district's legal rights or if he/she reasonably believes that there may be abuse of the provisions of Article VI.

- a. Employees who have perfect attendance at work (with the exception of personal leave, scheduled holidays and/or vacation) for a calendar quarter (January through March, etc.) shall receive a perfect attendance bonus of one day's pay at straight time rates, such bonus to be paid during the first pay period in July. Employees hired on/after 1/1/16 will not be eligible for this bonus.

### Section 6.3

For employees hired prior to July 1, 2008, and upon termination of employment in good standing, with a minimum of fifteen (15) years of consecutive service with the Colchester Public Schools. Each eligible ten (10) month employee shall receive twenty-five percent (25%) of all accumulated unused sick days based on salary at the time of severance, up to a maximum of eighty (80) days. Payment of severance compensation shall be no later than one year from the date that the employee notifies the Superintendent of his/her intent to leave the employ of the Board or no later than one year from the date of termination, whichever is earlier.

### Section 6.4

In addition to the sick leave, each employee shall be entitled to absence with full salary not to exceed four (4) days for the death of spouse, child or parents of the employee. For the death of any other member of the immediate family, this absence shall not exceed three (3) days. Members of the immediate family include: parents of current spouse, grandparents, grandchildren, brothers, sisters, and any relation who resides in the employee's household.

### Section 6.5 - Injury Leave

Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his or her duties. Any employee absent due to an injury incurred in the performance of his or her duties shall be paid his or her regular weekly wage until such time as he or she receives workers' compensation checks, at which time he or she shall then receive only the difference between the amount of the compensation check and the compensation he or she received from the employer on the date of the injury. The employee shall reimburse the Employer for any sums paid up to that date by virtue of the workers' compensation checks. Such differential and full weekly payment shall be made for a period not to exceed three (3) months from the date of the accident, without any deduction from paid sick leave. Thereafter, for the next three (3) months, an employee's sick leave shall be charged for the differential referenced in this section. After six (6) months have elapsed, the employee is not eligible for any continuing differential.

### Section 6.6

In the first year of employment, members of the bargaining unit will earn one-half personal day per month, subject to a maximum of four (4) personal days without loss of pay per year. The Superintendent may, in his/her discretion, permit an employee to borrow up to two (2) days against days that have not yet been earned. This accrual provision shall not apply to bereavement leave. Members of the bargaining unit will be allowed a maximum of four (4) personal days without loss of pay per year. It is understood that all four (4) days are granted only for matters of pressing personal needs which cannot otherwise

legitimately be performed outside the work day. The reasons for which personal days are granted are:

1. A death of a close friend or a relative other than those individuals listed in Section 6.4;
2. An emergency which arises over which the employee has no control;
3. Legal business;
4. Wedding ceremony within the employee's immediate family; immediate family defined as son, daughter, mother, father, sister, brother, grandparent, or grandchild;
5. Religious holidays; and
6. Up to two (2) of the four (4) days may be used for necessary sensitive personal business that cannot otherwise be conducted outside the work day.

When an employee notifies his or her supervisor of his or her intent to use a personal day, he/she will indicate for which of the six (6) reasons, listed above, the day is being taken, and for leave under paragraph 2 above (emergency situations) shall describe the specific circumstances that cause the absence to be a matter of pressing personal need that cannot otherwise legitimately be performed outside the work day.

Except in cases of emergency, notice shall be given to the employee's supervisor at least forty-eight (48) hours in advance. In cases of emergency, such notice shall be given as soon as possible once the employee is aware of the need for such leave.

#### Section 6.7 - Jury Duty

An employee shall be entitled to full pay at current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed the employee's regular wage. The employee shall give adequate notice to jury call.

#### Section 6.8 - Maternity and Adoption Leave

- a. Maternity leave shall be granted by the Board of Education and the employee may use accumulated sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.
- b. Leave shall continue as long as the employee is disabled. The Board reserves the right to determine the period of disability through review by a physician it selects. The Board shall be notified at least thirty (30) days before the estimated time of commencement of the leave.

- c. The availability of extension of leave, the accrual of seniority and other benefits and privileges, reinstatement and payment under any health or temporary disability due to pregnancy or childbirth shall be available on the same terms and conditions as they are applied to other disabilities.
- d. Employees who are expecting to deliver or adopt a child or whose spouse is expecting to deliver a child may request a child rearing leave of absence without pay or benefits of up to one year. Employees shall request such leave at least sixty (60) days prior to the anticipated commencement of such leave, and such leave request shall set forth the date on which leave shall conclude. Whenever possible, employees who return from leave during the same school year shall be returned to his/her former assignment. Employees on such leave may continue to participate in the group insurance coverage at their own expense.
- e. To the extent that an employee may be eligible for leave under the FMLA, any leave taken under this section shall be designated as leave taken under FMLA, and the amount of unpaid family or medical leave entitlement is reduced by the amount of paid leave that is substituted.

## **ARTICLE VII GRIEVANCE PROCEDURE**

### Section 7.0 - Definitions:

- a. A "grievance" shall mean a complaint by a grievant that there has been a violation, misinterpretation or misapplication of the provisions of this contract.
- b. As used in this Article the term "grievant" shall mean either (1) an individual employee or (2) a group of employees having the same grievance, or (3) the Union.
- c. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to any problems which may arise.

### Section 7.1 - Procedures:

A grievant and the Union Representative (if the grievant so desires) shall first discuss the grievance with the Superintendent.

**STEP I      Superintendent**

If the matter is not satisfactorily adjusted within two (2) days, the grievant shall submit it in writing within five (5) working days to the Superintendent. Such written grievance must be filed within seven (7) calendar days of the date that the grievant knew or reasonably should have known of the act or circumstances giving rise to the grievance. The Superintendent shall meet with the grievant and a Union representative and must render his or her decision in writing, with copies to the grievant and the Union, within seven (7) calendar days of the meeting with the grievant.

**STEP II      Board of Education**

If the matter is not satisfactorily adjusted at the Superintendent's level, the grievant may, within seven (7) calendar days after receipt of the Superintendent's decision at Step I, appeal in writing to the Board, and such writing shall set forth specifically the basis of the grievance. The full Board, or a committee of the Board, shall meet with the grievant and a Union representative at its next regular scheduled meeting or a special meeting within thirty (30) days from the date the grievance was submitted to the Board. The full Board, or a committee of the Board, shall render its decision in writing to the grievant and the Union within seven (7) calendar days of such meeting.

**STEP III      Arbitration**

- a. If the decision of the Superintendent does not resolve the grievance to the satisfaction of the Union, it may submit the grievance to the Connecticut State Board of Mediation and Arbitration in accordance with its administrative procedures, practices, and rules.
- b. Notice of intention to submit to arbitration under subsection a. above, must be in writing addressed to the Superintendent of Schools, and submission to the Connecticut State Board of Mediation and Arbitration must be made no later than fifteen (15) working days following receipt of the Board's decision.
- c. The arbitrator shall hear and decide only one grievance in each case. He or she shall be bound by and must comply with all the terms of the contract. He or she shall have no power to add to, delete from, or modify in any way any of the provisions of this contract.
- d. Fees and expenses of the arbitrator shall be borne equally by the Board and the Union.

### Section 7.2 - General Provisions:

- a. A grievant may be represented at Steps I and II of the grievance procedure by any person of his/her choice provided, however, that such person shall not be an official or a representative of any other employee organization. When a grievant is not represented by the Union, the Union shall have the right to be present and to state its views at all steps of the grievance.
- b. Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with the Superintendent or processing a grievance in his/her own behalf in accordance with the grievance procedure up to, but not including, arbitration.
- c. Meeting held under this procedure shall generally be conducted on non-work time at a place which will afford a fair and reasonable opportunity for all persons proper to be present and to be heard. If, at the option of the Board, hearings are held during work hours, persons proper to be present shall be excused without loss of pay.
- d. The arbitrator's decision shall be final and binding.
- e. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

## **ARTICLE VIII PERSONNEL FILES**

Official employee files shall be maintained in accordance with the following procedures:

### Section 8.0

Administrators will be encouraged to place in the file information of a positive nature indicating special competencies achievements, performance or contributions of a civic nature. All material received from and signed by responsible sources concerning an employee's conduct, service or character may be placed in the file by the administration. No anonymous letters or materials shall be placed in an employee's personnel folder. The employee shall be notified in advance of the placement of any critical material in his or her file.

### Section 8.1

The employee shall upon request be given the opportunity to review the contents of his or her file. Reasonable requests for review shall not be withheld. It shall be the

responsibility of the central administration, when requested, to arrange a convenient appointment with each employee which will enable that employee to have ample time to fully review any and all documents in his or her file in the presence of an administrator or his or her designee.

#### Section 8.2

The employee has the right to reply to any document in his or her personnel file with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.

#### Section 8.3

The employee shall be permitted to copy materials in his/her file.

### **ARTICLE IX** **WAGES**

#### Section 9.0

Wage scales and classifications are attached and made part of this Agreement as Appendix B.

#### Section 9.1

The Board will provide bargaining unit members hired prior to January 1, 2018 with an opportunity to obtain the ServSafe certification at least once every five (5) years.

#### Section 9.2

For purposes of calculating per diem rates in connection with the provisions of the collective bargaining agreement between the parties, the Board shall use the fraction 1/182.

### **ARTICLE X** **INSURANCE BENEFITS**

#### Section 10.0

- A. The Board shall offer to all eligible employees, subject to the conditions herein stated, the following health insurance coverage, with the features of the insurance plans outlined, herein below. Enrollment in the insurance plan shall be subject to any and all eligibility requirements established by the insurance carrier and/or plan administrator, at group rates subject to conditions imposed by the carriers, with the

employee portion of such coverage to be paid by the employee through payroll deduction.

1. For employees hired on or before December 31, 2015, the Blue Cross/Blue Shield Century Preferred Provider Plan as outlined in Appendix C-1 with the employee paying twenty and one-half percent (20.5%) of the premium costs through automatic payroll deductions. Effective as soon as practicable after the execution of this Agreement, the HDHP Plan shall be the sole insurance plan.
2. High Deductible Health Care Plan (HDHP) as outlined in Appendix C-2 with employee paying fifteen percent (15%) of the premium costs effective through June 30, 2018, by automatic payroll deductions. The employee contribution shall increase to sixteen percent (16%) effective July 1, 2018.
3. The insurance programs cited, hereinabove, are available to all full-time employees. Should the Board create any part-time positions, part-time employees shall be eligible to participate proportionally at their own additional expense, provided that the Board shall pay a prorated amount of the Board's share of premiums (e.g., the Board pays 70% of the Board's contribution for insurance for a person assigned to a 70% position).
4. Term Life Insurance in an amount equal to two times salary, rounded up to the nearest \$1,000, plus an equal amount of coverage for accidental death and dismemberment, for each member, and the Board shall pay the full premium for this insurance.
5. Vision Care Rider with family coverage. The employee shall pay twenty and one-half percent (20.5%) of the premium costs.

Coverage is provided according to policy schedule:

- a. Visual examination, including refractions.
- b. Lens, including coverage for:
  1. single lenses
  2. bi-focal lenses
  3. tri-focal lenses
  4. contact lens(es)
  5. frames
6. The Board shall provide each member of the bargaining unit, with family coverage, the following dental coverage. The employee shall pay twenty and one-half percent (20.5%).



- a. The Blue Cross/Blue Shield Flex Plan for Dental Care which shall not have any deductible (first dollar coverage) for diagnostic/preventative dental services which shall include, but not be limited to, oral examination, x-rays, simple extractions, emergency treatment, prophylaxis (cleaning), fluoride treatments, repair of dentures, fillings, and endodontics as described in the plan provided.
  - b. There will be a twenty-five dollars (\$25.00) per insured individual, per year front-end deductible for all other basic benefits covered by the Flex Dental Plan.
  - c. Payments are to be based on reasonable and customary charges.
  - d. Dental coverage shall also include all Rider A benefits (inlays [not part of bridge], crowns [not part of bridge], space maintainers, oral surgery and apicoectomy) payable to eighty percent (80%) of reasonable and customary charges.
  - e. Dental coverage shall also include all Rider D benefits (orthodontist) payable at the rate of sixty percent (60%) of covered expenses until the insurance carrier has paid six hundred dollars (\$600.00) per insured individual under the age of 20; the six hundred dollars (\$600.00) is a lifetime maximum.
  - f. Insured/Spouse and unmarried dependents to age 25: for employees hired after July 1, 2004, dependents over nineteen must also be full-time students.
  - g. Coverage will be limited to a maximum benefit of \$2,000 per person per calendar year for Diagnostic, Preventive and Basic services as outlined on Appendix C-3.
- B. All members of the bargaining unit who retire after at least twenty (20) years of service shall be allowed to participate in any or all group insurance plans maintained for active employees, at the Group Rate under the Group Policies of the Board at their own expense, if permitted by the insurance carrier. Provisions of this coverage are to be determined by the terms and conditions of the individual insurance companies and/or plan administrators.
- C. The Board may substitute insurance carriers and/or plan administrators as it sees fit so long as the new carrier provides reasonably comparable coverage and administration.
- D. Any employee who elects to waive medical insurance benefits will receive a cash settlement as follows:

Individual - \$ 535  
One/One - \$1,130  
Family - \$1,500

This settlement will be prorated on a monthly basis if the employee leaves the school system prior to the end of the fiscal year. An employee who elects to waive medical insurance coverage may re-elect to have the insurance coverage at any time, subject to any terms and conditions imposed by the insurance carriers, including applicable waiting periods. In such a case, the cash settlement will be prorated on a monthly basis. Even though this option is elected by an employee, an employee shall still enjoy the benefits found in paragraph A.4 of this Article. Said cash settlement shall be paid with the last payroll of the contract year.

The Board reserves the right to publicize and/ or enhance the waiver option at any time.

The waiver payment is not available to any employee who is receiving health insurance through the Town of Colchester or the Colchester Board of Education for the year in which insurance has been waived.

No employee hired on or after July 1, 2017 shall be eligible for the waiver payment.

- E. The Board shall implement and maintain a Section 125 Salary Reduction Agreement which will be designed to permit exclusion from taxable income of the employee's share of health and life insurance premiums. The Board makes no representation 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 unit member covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or 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 10.1

The Board may, at its option, offer alternative insurance plan(s) to bargaining unit employees after review of such proposed plan(s) by the Union. The plan design, co-payment amounts, cost sharing and other provisions of these alternative plans need not conform to the provisions of this Article. Participation in an alternative plan shall be voluntary.

## Section 10.2

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 plans so as to reduce the cost of the plans 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, allocate the responsibility for increased costs associated with the imposition of the excise tax and/or other insurance proposals designed to address the increased costs of health insurance coverage.

## **ARTICLE XI** **LONGEVITY**

### Section 11.0

Longevity payments shall be made to employees who have satisfied the schedule of continuous years of service as listed below:

<u>Years</u>	<u>Amount</u>
5	\$650
10	\$700
15	\$800
20	\$1,300
25	\$1,500

Only employees hired before July 1, 2008 shall be eligible for the longevity benefit.

## **ARTICLE XII** **SAVINGS CLAUSE**

### Section 12.0

If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substituted action shall be subject to appropriate consultation and negotiation with the Union.

### Section 12.1

In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

## **ARTICLE XIII** **RETIREMENT**

### Section 13.0

The Board shall establish a retirement plan either similar to or part of the Town of Colchester plan. The Plan is a Section 457 plan, as set out below. The key provisions of the plan are set out below for informational purposes. The Plan shall be as set out in the Plan documents, which shall be controlling, and which are available to unit members upon request.

### Section 13.1

Employees shall be permitted to participate in the 457 Plan offered by the Board of Education after one year of employment.

For employees hired on or before December 31, 2017, contribution by the Board is 3% of base (not including overtime or longevity) pay up to the beginning of the fiscal year following the completion of the fourth year of employment. Thereafter, the Board will contribute 6% of base (not including overtime or longevity) pay.

For employees hired on or after January 1, 2018, contribution by the Board is 2% of base (not including overtime or longevity) pay up to the beginning of the fiscal year following the completion of the fourth year of employment. Thereafter, the Board will contribute 4% of base (not including overtime or longevity) pay.

Employees may contribute into and withdraw monies from the 457 Plan in accordance with limits established under federal law. If the account is closed completely, the employee shall be excluded as a participant in the future. The Board contribution shall be made to the 457 Plan through payroll deduction in accordance with law.

## **ARTICLE XIV** **DURATION**

### Section 14.0

Unless otherwise indicated in this Agreement, this Agreement shall become effective on July 1, 2017 and shall remain in effect until June 30, 2019. Provisions of this Agreement are retroactive were specified in said provisions.

Section 14.1

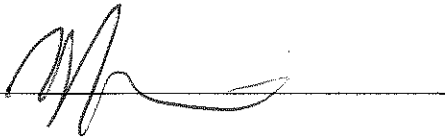
This Agreement shall remain in full force and effect during negotiations for a successor agreement, in accordance with the Municipal Employees Relations Act.

WHEREFORE, the parties have caused their representatives to set their hands on the dates noted below.

COLCHESTER BOARD OF EDUCATION

LOCAL 818-32

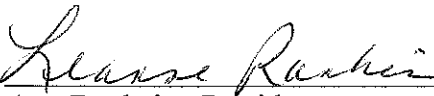
By



Date

04/13/2018

By

  
LeeAnn Ranheim, President  
Local 818-32, Council 4, AFSCME

Date

4/12/18

By

  
Kelly A. Cashman, Staff Representative  
Council 4, AFSCME, AFL-CIO

Date

4/12/18

**APPENDIX A**

**AUTHORIZATION FORM**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO**

**Designation of Representative and Payroll Deduction**

By \_\_\_\_\_  
(Please Print)      LAST NAME FIRST NAME      MIDDLE NAME

To \_\_\_\_\_  
NAME OF EMPLOYER

Effective \_\_\_\_\_, I hereby designate the AFSCME Connecticut Council #4 and/or its appropriate affiliates to be my representative for collective bargaining.

Effective \_\_\_\_\_, I hereby authorize you to deduct from my earnings each \_\_\_\_\_ (payroll period) a sufficient amount to provide for the regular payment of the current rate of monthly union dues or service fees, as certified by the Union. The amount deducted shall be paid to the treasurer of \_\_\_\_\_, (union name and number) of the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect in accordance with the working agreement or upon termination of my employment.

\_\_\_\_\_  
Signature (Do Not Print)

\_\_\_\_\_  
Social Security No.

\_\_\_\_\_  
Street Address (Print)

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
City and State (Print)

\_\_\_\_\_  
Zip Code

## **APPENDIX B**

### **SALARY SCHEDULE**

	<u>7/1/17</u>	<u>7/1/18</u>
Cafeteria Manager	\$21.59/hr.	\$21.70/hr.
Cafeteria Supervisor	\$34.18/hr.	\$34.35/hr.

The wage rate for newly hired employees shall be established by the Superintendent, except that such rate shall not be less than 20% of the rate noted above for the position for the appropriate year. Said wage rate shall be the new position rate and shall be subject to the negotiated annual increases.

## INSURANCE PROGRAMS

(Article X)

### APPENDIX C-1

#### **Blue Cross/Blue Shield Century Preferred Provider Plan:**

Following are some of the co-pay, deductible, and coverage features of the PPO Plan

#### **Available only to employees hired on or before December 31, 2015**

Following are some of the co-pay, deductible, and coverage features of the PPO Plan

<b><u>Benefit</u></b>	<b><u>In Network</u></b>	<b><u>Out of Network</u></b>
Deductible & Co-Insurance	N/A	Deductible: \$1,500/\$3,000/\$4,500 Co-Insurance: 80% Out of pocket max: \$6,000/12,000/18,000
Inpatient Hospital Services	\$300 per admission	Covered at 80% Deductible & Coins.
Outpatient Hospital Services	\$100 co-pay	Covered at 80% Deductible & Coins.
Inpatient Mental and Substance Abuse	\$300 per admission	Covered at 80% Deductible & Coins.
Substance Abuse Inpatient	\$300 per admission	Covered at 80% Deductible & Coins.
Emergency Care Emergency Room Visits	\$175 co-pay	\$175 co-pay
Walk in Care (Walk in Center or Physician's Office)	\$30 co-pay	Covered at 80% Deductible & Coins.
Ambulance Unlimited per trip for Land \$4,000 per trip for Air	No co-pay	Paid as In-Network Service
Physician Services Medical Care	\$30 co-pay	Covered at 80% Deductible & Coins.
Specialist Services Medical Care	\$40 co-pay	Covered at 80% Deductible & Coins.



<b><u>Benefit</u></b>	<b><u>In Network</u></b>	<b><u>Out of Network</u></b>
<u>Preventive Care</u> Pediatric: (Well Child Care) (According to Age Base Schedule) Adult Physical Examinations: (According to Age Base Schedule) Gynecological: (1 per year) Mammography: Vision Exam: (1 vision exam and refraction every 2 cal. Years) Hearing Exam: (1 Hearing Exam ever 2 cal. Years)	\$0 co-pay	All Out of Network is  Covered at 80% Deductible & Coins.
Outpatient Therapy Coverages Speech Therapy, OT, PT and Chiropractic Services	\$40 co-pay to max. 50 combined visits per medical condition per Cal Yr for In- network Services. Excess paid as out of network benefit.	Covered at 80% Deductible & Coinsurance with max. of 50 combined visits per year
High-Cost Diagnostic Services <i>prior authorization required</i>	\$100 co-pay	Covered at 80% Deductible & Coinsurance
Electroshock	\$40 co-pay	Covered at 80% Deductible & Coins.
Prescription Drug Benefits	\$10 generic, \$25 preferred brand, \$40 non- preferred brand; Unlimited max. 2 x retail for mail order	Covered at 80% Deductible & Coins.
Outpatient Mental Health & Substance Abuse	\$40 co-pay	Covered at 80% Deductible & Coins.
Home Health Aides	80 visits; case management	Covered at 80% above deductible to stop loss; 80 visits
Nursing & Therapeutic Services & Home Health Care	200 visits (80 visits of which can be a Home Health Aide)	\$50 Deductible per year, Covered at 80% above deductible to stop loss; up to 200 visits per year
Skilled Nursing Facility (Up to 120 days per Calendar Year)	\$300 per admission	Covered at 80% Deductible & Coins.

<b><u>Benefit</u></b>	<b><u>In Network</u></b>	<b><u>Out of Network</u></b>
Maternity Care Prenatal and Postnatal	\$40 co-pay first visit only	Covered at 80% Deductible & Coins.
Durable Medical Equipment  Hearing Aid Coverage available for dependent children age 12 yrs and under with a max of \$1,000 within a 2 yr period.	Covered in full	Covered at 80% Deductible & Coins.
Hospice Care (inpatient) 60 days	\$300 per admission	Covered at 80% Deductible & Coins.
Penalty for failure to pre-certify Elective Hospital Admission, Partial Hospitalization or Day/Night Visit Programs or Certify a Medical Emergency within 2 business days	\$250 Hospital & 25% Physician of (MAA) Max. Allowable Amount	\$250 Hospital & 25% Physician of (MAA)
Eligibility	Insured/spouse and unmarried dependents to age 26.	Same

This insurance matrix appendix contains a summary and description of the PPO Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers an/or plan administrators.

## APPENDIX C-2

### HIGH DEDUCTIBLE HEALTH CARE PLAN:

(Following are some of the co-pay, deductible, and coverage features of the HDHP Plan)

<b>BENEFIT</b>	
<b>COST SHARES</b>	
	In-Network services and Out-of-Network services subject to deductible and coinsurance.
	No Referrals Required
	Deductible: \$2,000 Individual, \$4,000 Two or More
	Out-of-pocket Maximum \$4,000 Individual, \$6,850 (In Network) \$8,000 (Out of Network) Two or More
	In Network Coinsurance 100%
	Lifetime Maximum In-Network - Unlimited
	Out-of-Network Benefits
	Coinsurance 80% / 20%
	Lifetime Maximum Out-of-Network - Unlimited
	Only In-Network Benefits Illustrated Below
<b>PREVENTIVE CARE</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>MEDICAL SERVICES</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>EMERGENCY SERVICES</b>	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible

<b>BENEFIT</b>	
<b>COST SHARES</b>	
Ambulance	100% after deductible
<b>INPATIENT HOSPITAL</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>OUTPATIENT HOSPITAL</b>	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
<b>OTHER SERVICES</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
Prescription Drugs	After deductible is met: 2 x retail for mail order / \$10 generic, \$25 preferred brand, \$40 non- preferred brand; Unlimited max.

The Board will 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 payroll dates of the contract year. The parties acknowledge that the Board's fifty percent (50%) contribution into the HSA account 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.

This insurance matrix appendix contains a summary and description of the Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers an/or plan administrators.

**APPENDIX C-3**  
**DENTAL INSURANCE**

<b>Benefit</b>	
Individual Deductible: Family Deductible: Lifetime maximum:	\$25 (applies to Basic Services and Major Services only) \$75 (applies to Basic Services and Major Services only) \$600 per member per lifetime for Category 3 All other categories are subject to a maximum of \$2,000 per person per calendar year. Insured/spouse and unmarried dependents to age 25. For employees hired after July 1, 2004, dependents over 19 must also be full-time students
<p style="text-align: center;"><b><u>Diagnostic and Preventive Services</u></b></p> Initial and periodic oral exams and cleanings Topical application of fluoride Space maintainers X-rays Emergency Treatment Prophylaxis Space Maintainers	Payable at 100% of usual, customary and reasonable charges at participating dentists.
<p style="text-align: center;"><b><u>Basic Services</u></b></p> Fillings Root Canals Stainless steel crowns Extractions Oral Surgery Repair and relining of dentures Apicoectomy Inlays 1/tooth/5 years Onlays 1/tooth/5 years Crowns 1/tooth/5 years	Payable at 80% of usual, customary and reasonable charges at participating dentists.
<p style="text-align: center;"><b><u>Major Services</u></b></p> Orthodontics	Payable at 60% of usual, customary and reasonable charges at participating dentists (to age 19) - \$600 lifetime maximum

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter "MOU") is made by and between the Colchester Board of Education (hereinafter the "BOARD") and Local #818, Council 4, AFSCME, AFL-CIO (the "UNION"), hereinafter sometimes referred to as the "parties."

WHEREAS, the parties just completed negotiations for a new collective bargaining agreement to be effective upon execution through June 30, 2019 (the "Agreement"); and

WHEREAS, the BOARD and the UNION recognize that the district's cafeteria program is experiencing significant financial difficulties and further that the efforts of bargaining unit members are vital to address such difficulties; and

WHEREAS, the parties are desirous of recognizing the efforts of bargaining unit members to correct the financial condition of the district's cafeteria operations, should such efforts prove successful.

NOW THEREFORE, the parties agree as follows:

1. If, as of the last day of the 2018-2019 fiscal year, the BOARD's cafeteria account breaks even (e.g. does not show a deficit), each bargaining unit member covered by the Agreement who is employed on the date of execution of this Agreement and remains in the employment of the BOARD on the last day of the 2018-2019 fiscal year, shall receive Five Hundred Dollars and No Cents (\$500.00) as additional compensation. Such compensation shall be subject to federal and state withholding, and shall not be included in salary for the purpose of retirement contributions.
2. This MOU shall not set a past practice or precedent, nor shall it be used by the BOARD or the UNION as evidence of negotiations history or past practice with respect to similar circumstances, should any such occur in the future.
3. 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.
4. The validity, effect and operation of this MOU shall be determined by the laws of the State of Connecticut.
5. The BOARD and the 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.
6. 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.

COLCHESTER BOARD OF  
EDUCATION:

By: 

Brad Bernier  
Board Chair

04/13/2018

LOCAL 818, AFSCME,  
COUNCIL 4, AFL-CIO:

By: 

Leeann Ranheim, President

Local 818-32

4-12-18

By: 

Kelly A. Cashman

Staff Representative

Council 4, AFSCME

4/12/18