

AGREEMENT
BETWEEN
THE WINDHAM BOARD OF EDUCATION
AND
THE TEAMSTERS UNION LOCAL 493

JULY 1, 2021

TO

JUNE 30, 2025

INDEX

	PAGE
ARTICLE I	UNION RECOGNITION..... 1
ARTICLE II	UNION MEMBERSHIP AND DUES..... 1
ARTICLE III	SENIORITY 2
ARTICLE IV	TRANSFERS AND PROMOTIONS 2
ARTICLE V	EMPLOYER RIGHTS 3
ARTICLE VI	GRIEVANCE PROCEDURE..... 4
ARTICLE VII	ACCESS TO PREMISES 6
ARTICLE VIII	PROBATIONARY PERIOD 6
ARTICLE IX	WAGES AND HOURS..... 6
ARTICLE X	HOLIDAYS 8
ARTICLE XI	VACATIONS..... 9
ARTICLE XII	LEAVE PROVISIONS..... 9
ARTICLE XIII	INSURANCE AND PENSION..... 12
ARTICLE XIV	DISCIPLINARY ACTION 14
ARTICLE XV	STEWARDS 14
ARTICLE XVI	STRIKES AND LOCKOUTS 15
ARTICLE XVII	MISCELLANEOUS 15
ARTICLE XVIII	DURATION..... 16
APPENDIX A	WAGE SCHEDULES..... 19

AGREEMENT

This Agreement made and entered into as of the 17 day of May 2022, between the Windham Board of Education (hereinafter referred to as the "Employer") and General Teamsters Local Union 493 International Brotherhood of Teamsters (hereinafter referred to as the "Union").

WITNESSETH

WHEREAS, the workers employed by the Employer have duly designated the Union as their exclusive bargaining representative for the purpose of collective bargaining with the Employer with respect to rates of pay, wages, hours, and other conditions of employment.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein assumed and contained, the parties agree as follows:

ARTICLE I UNION RECOGNITION

Section 1 The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining with the employer in respect to rates of pay, wages, hours of employment and other conditions of employment for all full-time school custodians, excluding all other classifications and supervisory personnel.

Section 2 It is agreed that no employee shall be discriminated against by the Employer or the Union because of his/her activity in the Union. The Board of Education will not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination), on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability or genetic information except in the case of a bona fide occupational qualification.

Section 3 The terms and provisions of the Agreement shall be binding upon the Employer and the Union and each employee in the bargaining unit described herein.

ARTICLE II UNION MEMBERSHIP AND DUES

Section 1 During the life of the Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union. Newly hired employees must complete the initial sixty (60) days probation before making a decision to join the Union.

The Union membership shall require payment of the initiation fee and membership dues uniformly levied against all Union members in conformity with the Constitution and By Laws of the Union.

Section 2 Upon the submission of a voluntary written authorization signed by an employee, the Employer agrees to deduct from the wages of each employee covered by this Agreement who signs such authorization an amount directed by the authorization card as the regular periodic monthly dues.

All monies collected by the Employer shall be held in trust by the Employer until paid to the Local Union. All dues and fees deducted shall be paid monthly by the tenth (10th) day of the month following the month in which they were deducted.

Section 3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE III **SENIORITY**

Section 1 Seniority shall be defined as the total length of continuous regular employment with the Employer in the bargaining unit beginning with the date when the employee began to work.

Section 2 In the event of a reduction in the work force and/or elimination of any job or jobs, the Employees whose jobs are affected shall have the right, in order of their seniority, to replace the least senior employee provided they are qualified for the job and can perform the required work at least as well as the employee to be replaced.

Section 3 The Board and the Union agree that the Board of Education will conduct performance evaluations for bargaining unit employees on an annual basis. Such evaluations will be discussed with each employee, and the employee will be provided a copy. In evaluating whether the senior employee shall replace the less senior employee, the Board shall have the discretion to consider qualifications such as experience and performance in the position, attendance record, evaluations and any record of disciplinary actions.

ARTICLE IV **TRANSFERS AND PROMOTIONS**

Notice shall be given to all employees of vacancies via website or new positions in the bargaining unit by posting for one (1) week in all schools and custodial rooms (as provided to the Union Steward). All employees who make an application in writing will be given consideration. In the case of a transfer (a change in position that does not involve an increase in compensation), the final decision will be based on whether such transfer is in the best interest of the school system based on factors including, but not limited to education, experience, ability, references, evaluations of past performance, attendance record, and qualifications. In the event that two or more candidates are equal with respect to these factors, the employee with the most seniority will be awarded the transfer. In cases of promotion (a position of higher compensation; e.g., assistant head custodian or head custodian), the final decision will be based on whether such promotion is in the best interest of the school system

based on factors including, but not limited to education, experience, ability, references, evaluations of past performance, attendance record and qualifications. The name of the successful applicant shall also be provided to the Union Steward and Teamsters Local 493.

ARTICLE V **EMPLOYER RIGHTS**

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Employer has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of the Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the public schools of the Town of Windham and direction of the working forces, including but not limited to the following:

- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the school system.
- b. To establish or continue policies, practices and procedures for the conduct of Board of Education business and from time to time, to change or abolish such policies, practices, or procedures.
- c. To discontinue processes or operations or to discontinue their performance by Employees.
- d. To select and to determine the number and types of Employees required to perform Board of Education operations.
- e. To employ, transfer, promote or demote Employees for cause, or to lay off, terminate or otherwise relieve Employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Board of Education.
- f. To describe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the Employees affected by them.
- g. To ensure that related duties connected with the Board of Education operations, whether enumerated in job descriptions or not, shall be performed by Employees.
- h. To create job specifications and to revise existing job specifications providing that any resulting salary changes are to be negotiated.

ARTICLE VI **GRIEVANCE PROCEDURE**

Section 6.1 Purpose The purpose of the grievance procedure is to secure, at the lowest possible level of employee-employer relationship, probable solutions to problems which may arise affecting the working condition prescribed by this contract. Accordingly, the Board and the Union agree that during the life of the Agreement, all disputes between them or between the Union and the Administration concerning the specific provisions of the Agreement, shall be settled in accordance with the provisions of this grievance procedure, and that all such proceedings shall be kept as confidential as appropriate.

Section 6.2 Definition A grievance shall mean a complaint by a unit member that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement, the term "employee" shall mean either (1) an individual bargaining unit member, or (2) a group of bargaining unit members having the same grievance.

Section 6.3 Time Limits Since it is important that grievances be processed as rapidly as possible. All grievances shall be processed in accordance with time limits specified in each step herein. The number of days indicated at each step may be extended by written agreement between the Union and the Board or administration, provided that no such agreement or extension shall be made after the expiration of such limits.

Section 6.3.1 Any grievance not processed within fifteen (15) work days of the occurrence giving rise thereto shall not thereafter be considered a grievance under this Agreement.

Section 6.3.2 Failure of the grievant at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance by the grievant of the disposition of such grievance.

Section 6.4 Procedures

Section 6.4.1 Step One An employee(s) and a Union representative (if the employee so desires) shall first discuss the problem with the Director of Facilities. If the matter is not satisfactorily adjusted within five (5) work days, the employee shall submit it in writing within five (5) work days to the Director of Facilities. The written grievance shall set forth (a) the facts sufficient to describe the events giving rise to the grievance, (b) the specific provision(s) of the Agreement which the grievant alleges to have been violated, and (c) the remedy requested.

The Director of Facilities may request a meeting with the grievant and the Union representative (if the grievant so desires) prior to making a decision. Written copies of the Director's decision must go to the grievant and the Union within five (5) workdays of the submission of the grievance to the Director.

Section 6.4.2 Step Two Failing satisfactory settlement within such time limits, the aggrieved employee may, within five (5) work days, appeal in writing to the Superintendent of Schools or his/her designee.

The Superintendent and/or a representative shall meet with the grievant and Union representative (if grievant so desires), within ten (10) work days of the receipt of such appeal and shall give a decision in writing to the employee and Union within ten (10) days of such meeting.

Section 6.4.3 Step Three If the aggrieved employee is not satisfied with the decision rendered at the level of the Superintendent, the grievant or the Union may, within five (5) work days, appeal to the Board of Education in writing with a copy to the Superintendent.

The Board shall, within two (2) calendar weeks of its receipt of such appeal, meet in executive session with the grievant and a Union representative (if the grievant so desires), and shall render its decision and reasons therefore in writing to the grievant and Union within one (1) calendar week after such meeting.

Section 6.4.4 Step Four In the event a grievance shall not have been settled under the above procedure, then within ten (10) work days after the date thereof, the Union with written notice to the Board may submit the dispute to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices and rules. The decision of the arbitrator shall be final and binding upon both parties and all employees during the life of this Agreement, unless the same is contrary to law. The arbitrator shall be confined to its decision to the meaning and interpretation or the application of an interpretation of the specific provision or provisions of the Agreement which gave rise to the grievance or grievances. There shall be no power to add to, subtract from or modify this Agreement or to establish or change any rates of pay or wages. No question related to the scope of the bargaining unit or the functions reserved to the Employer (Article V) shall be submitted to arbitration.

No employee may file for arbitration as an individual; only the Union may file an appeal to arbitration hereunder.

The Employer recognizes the right of the Union to have an International representative and/or legal counsel to act at the Union's expense on its behalf in connection with matters submitted to arbitration under Section 6.4.4.

Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to be present for the purposes of the preceding sentence are defined as an aggrieved employee(s), their appropriate Union representative and qualified witnesses.

ARTICLE VII
ACCESS TO PREMISES

Upon notification to and permission from the Employer, a duly authorized officer or official representative of the Union shall be permitted to enter the Employer's premises during working hours for the purpose of investigating and adjusting grievances that may have arisen on the job provided, however, that they may in no way interfere with the normal operation and procedure of business.

ARTICLE VIII
PROBATIONARY PERIOD

Section 1 New employees shall be on a trial or probationary period of no more than sixty (60) calendar days and shall be subject to termination or discharge at the sole discretion of the Employer during the probationary period. During such probationary working period, employees shall be subject to all provisions of this Agreement, with the exception of the grievance procedure. Upon the completion of such trial period, a probationary employee shall be placed on the seniority list in accordance with his date of hire. The employee shall be eligible for enrollment for insurance benefits effective on the first day of the month following his/her date of hire

Section 2 With written notice to the Union, the Board may extend this probationary period for an additional sixty (60) days. During any such extended probationary period, the employee shall not be eligible for insurance benefits, notwithstanding, the provisions of Section 8.1 above until a final retention decision is made. If after sixty (60) days the probationary period is extended, the Union shall be provided with a written evaluation.

ARTICLE IX
WAGES AND HOURS

Section 1 Under normal circumstances, the workweek shall consist of forty (40) hours spread over five (5) days of eight (8) hours each, Monday through Friday). The Employer agrees to notify the Union in advance of changes of the shifts or work schedules except where conditions require that such changes be made immediately. A one (1) week notice will be given to the employee for a shift change excluding conditions that need immediate attention.

Section 2 Overtime at the rate of time-and-one-half (1 ½) shall be paid for all time worked in excess of eight hours per day or forty (40) hours per week provided that there shall be no duplication or pyramiding of overtime by reason of this provision. Overtime shall be determined by the following – 1. Qualification, 2. Within the pertaining school, 3. Master seniority list by rotation.

Section 3 In the case of employees whose normal work week is Monday through Friday, all work performed on Saturdays shall be paid at the rate of time-and-one-half (1 ½), and all work performed on Sundays shall be paid at the rate of double time provided that there shall be no duplicating or pyramiding of overtime rates.

Section 4 An employee who, after completing their regular hours of work is called back to work after leaving his employment and who reports for work shall receive the rate of pay applicable to him for the hours so worked, but in no event shall he receive less than four (4) hours pay at his straight time hourly rate except when such work is part of any employee's assigned special responsibilities compensated for under Section 6 of this Article.

Section 5 The wage schedules for 2021-2025 are attached in Appendix A.

Section 6 Employees who are assigned special responsibilities in terms of buildings or personnel will be reimbursed additionally according to the following schedule.

Section 6A Custodians who are assigned to perform extra duties of head custodian in the absence of the head custodian, shall receive the weekly rate of the Head Custodian step for duties performed after a period of two (2) workweeks.

Rotating weekend walkthrough schedule to be created and paid at rate of \$35 per day.

Section 6B The Director of Facilities may hire two (2) traveling custodians as individual positions within the bargaining group. The two (2) traveling custodians will be assigned by the Director of Facilities or his/her designee.

Section 6C Stipends for Additional Duties:

	2021-22	2022-23	2023-24	2024-25
Safety Officer	\$2,956	\$2,993	\$3,030	\$3,068
Compliance Officer	\$2,956	\$2,993	\$3,030	\$3,068

Section 7 Any employee required to use his/her personal car for travel between schools shall be compensated at the prevailing IRS reimbursement rate, to be reported and payable monthly.

Section 8 More than one custodian may be assigned to cover after school activities depending on the number of participants, hours of activities etc. The custodian assigned to cover after school activities may be assigned additional duties by the Director of Facilities or his/her designee in addition to those associated with the related activity.

Section 9 If all workers at one school say no to overtime at that school, overtime will be by master seniority list in rotation. If everyone refuses the overtime work, the least senior person on the master list would be assigned. With the next subsequent occurrences, the assignment would be to the 2nd least senior employee, 3rd least senior employee and so on.

ARTICLE X **HOLIDAYS**

Section 1 Labor Day/Columbus Day/Veterans' Day/Thanksgiving Day/The Day after Thanksgiving/Christmas Eve (1/2) day if it falls on Monday through Friday)/Christmas Day/The Day after Christmas/New Year's Eve (1/2 day if it falls on Monday through Friday/New Year's Day/Martin Luther King Day/Lincoln's Birthday/Washington's Birthday/Good Friday/Memorial Day/The Fourth of July will be recognized as holidays by the Employer. Holidays which fall on Saturday shall be celebrated on Friday and holidays which fall on Sunday shall be celebrated on Monday unless school is in session. Eligible employees shall receive eight (8) hours pay at their regular rate for the above days.

Section 2 Employees required to work on a scheduled holiday shall be paid at one-and-one-half (1 ½) times their regular hourly rate of pay in addition to their holiday pay.

Section 3 When the designated holiday falls within a scheduled vacation period and the employee is absent from work on such holiday because of such vacation, s/he shall not be charged for the vacation day.

Section 4 Employees who are requested to work on any holiday and who fail to report for and perform such work shall not receive pay for such holiday unless the absence is due to illness and the employee presents evidence of such illness, i.e., a doctor's note.

Section 5 Employees scheduled to work on Christmas Eve and/or New Year's Eve will report as follows: First shift: 7:00 a.m.; Second shift: No later than 11:00 a.m., as needed.

Section 6 In order to be eligible for payment for holiday pay in accordance with this Article X, the employee must have worked the day immediately preceding the holiday and the day immediately after the holiday or have been on approved vacation, funeral or personal leave on such days. Self-illness of an employee on the day immediately preceding the holiday or the day immediately after the holiday shall not be considered approved leave, unless the employee presents evidence of such illness, i.e., a doctor's note.

Section 7 The parties agree that the total number of holidays shall not be reduced. If Three Kings Day is celebrated as a school district holiday for all employee groups, it shall be celebrated in this bargaining unit in lieu of Lincoln's Birthday and/or Washington's Birthday, which may be consolidated as President's Day. If Three Kings Day is not celebrated, then the two holidays shall be Lincoln's Birthday and Washington's Birthday or President's Day and a Floating Holiday in observance of Lincoln's Birthday will be scheduled by the Board in accordance with the school calendar, for a day when school is not in session.

ARTICLE XI **VACATIONS**

Section 1 The employee's years of service as of his/her anniversary date of employment shall be used to compute annual vacation leave. Probationary period shall be counted to compute vacation for new employees. The Board reserves the right to limit the number of employees on vacation from the same school, or during the student school year. Conflicts over available vacation time shall be resolved by seniority.

In each school year, employees shall be entitled to vacations with pay as follows:

One (1) week and two and one-half days (2 ½) after one (1) year of employment;

Two (2) weeks after two (2) years of employment;

Three (3) weeks after three (3) years of employment;

Four (4) weeks after ten (10) years of employment;

Five (5) weeks after twenty (20) years of employment;

But not more than three (3) consecutive weeks without special permission.

Section 2 Vacation pay shall be computed on the basis of eight (8) hours per day and five (5) days per week at the employee's regular rate.

Section 3 An employee requesting vacation leave should notify his/her supervisor of the dates requested through the District's electronic software system, i.e., KRONOS no less than five (5) working days before the date(s) requested.

Section 4 Five (5) days of vacation may be carried over into the next year, to a maximum of ten (10) days with the approval of the Superintendent or his/her designee.

ARTICLE XII **LEAVE PROVISIONS**

Section 1 Each full-time employee shall accrue sick leave at the rate of one and one half (1 ½) days per month accumulative to 150 days. This means that 12-month employees will accrue eighteen (18) days annually. The Employer may request medical verification in any case of suspected abuse of such sick leave, or in any absence of three (3) consecutive days or more.

Section 2 In exceptional cases, the Board may grant additional sick leave with pay. Requests for such additional sick leave shall be in writing and must be signed by the employee.

Section 3 Employees shall be permitted absences without loss of pay and without deduction from sick leave accumulation up to a total of not more than five (5) days, non-cumulative, in any school year for any or all of the following except as specifically limited herein:

- a. in the event of serious illness of wife, husband, father, mother, son, daughter, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, uncle, aunt, or child related by blood or marriage or member of his/her immediate household.
- b. Observance of a publicly acknowledged religious holiday.
- c. Quarantine.
- d. Absence of husband for birth or adoption of child to spouse, not to exceed two (2) days in any school year.
- e. Temporary absence, not to exceed two (2) days, for personal reasons, limited to situations not under control of the applicant which make such absence from service necessary. Some examples of approvable requests would be those involving court appearances, closing of homes, graduations, etc.
- f. The amount of days referenced in sections 1 and 3 a-c above shall be considered the maximum number of leave days per year.
- g. The Windham Board of Education will grant requests for leave subject to the provisions of the Federal Family Medical Leave Act in accordance with Board policy; if such leave is requested by a bargaining unit employee who is eligible for FMLA leave.

Section 4 An employee requesting personal leave for any of the specified reasons in paragraphs a, b, c, d, must submit the request through the District's electronic software system at least forty eight (48) hours in advance of taking such leave (except in cases of emergency) giving the reason for his/her contemplated absence. Employees will not be required to record extremely personal business on such request form, but should discuss such reasons in confidence with his/her supervisor. Personal leave requests under paragraph (e) must be submitted through the District's electronic software system at least five (5) working days before the date involved. Personal leave will ordinarily not be granted the day before or the day following a holiday or vacation except in case of death or serious illness in the family.

Section 5 – Funeral Leave: In the event of death of wife, husband, father, mother, son, daughter, grandfather, grandmother, father-in-law, mother-in-law, uncle, aunt, niece, nephew, or child of the employee by blood or marriage, or member of his/her immediate household, the employee shall be permitted without loss of pay and without deduction from sick leave accumulation, a total of not more than four (4) days for all such funeral leave in each year. Under extraordinary circumstances the Superintendent or his designee may authorize use of available days under Article XII Section 3 above. Under extraordinary circumstances, upon request from the affected employee, the Superintendent or his designee may, at his/her discretion, approve

additional funeral leave. Such pay shall be at straight hourly time for each such day, regardless if any holiday is involved. The Employer may request verification of funeral leave.

Section 6 Upon retirement, death or severance in good standing, an employee shall be paid all accumulated sick leave at his or her rate of pay for eight (8) hours for each day accumulated. However, all employees hired after March 26, 1991 shall be paid fifty percent (50%) of all accumulated sick leave at his or her rate of pay for eight (8) hours for each day accumulated upon retirement or death, or, for termination in good standing after ten (10) years of service.

Retirement severance shall be paid in the new fiscal year following retirement as long as the employee informs the Board of his/her anticipated retirement by January 1st of the preceding year. To be eligible to receive such payment in July following retirement, the employee shall submit an irrevocable* letter of resignation for purposes of retirement on or before the previous January 1. Should the employee fail to provide such timely written notification of retirement, the Board shall make severance payment in January or July in the second fiscal year following; (e.g., notification received in January, 2021 and payment will be made in July, 2021 or January 2022. Notification received later than January 1, 2021, for example, May 1, 2021, will result in payment being made in July, 2022 or January, 2023).

* Possible exception shall be considered on a case by case basis.

Section 7 – Maternity and Child Rearing Leave

- 7.1 **Childbearing Leave:** Employees who become pregnant shall be placed on short term leave status for childbearing purposes under this paragraph unless they elect a long-term leave under the provision of Section 7.2. Any employee who becomes pregnant shall so notify the Superintendent or his/her designee at least four (4) months prior to the expected date of delivery and shall thereafter provide a doctor certificate indicating continued fitness for work at least monthly, or more often if there is a change in her condition during the month. Leave shall begin when in the opinion of her doctor, or the Board's doctor on review, the employee is no longer physically able to work, or upon her confinement, whichever comes first. Leave shall expire when in the opinion of her doctor, or the Board's doctor on review, she is physically able to return to work. Except in the case of unusual medical difficulties for the employee, leave is not expected to continue for more than six weeks after delivery. Where possible, the employee shall be assigned to her former position upon return, and shall be guaranteed such position, if she returns within the same school year.
- 7.2 Any employee who has been employed for three (3) continuous years with the Windham Public Schools and who is expecting a child or whose spouse is expecting a child, or who has firm plans to adopt a child, in the immediate future, upon request shall be granted a long-term leave for child rearing purposes. Such leave shall begin either at the start or at the mid-point of a school year, and shall end either one half or one full school year later. The request for such leave must be made at least thirty (30)

days prior to its commencement, and must specify whether the request is for leave of one half or one full year. Upon return, an employee shall be assigned to his/her former position, or if the former position no longer exists, to a position for which the employee is qualified.

- 7.3 Leave of absence under Section 7.1 shall be treated as disability leave in accordance with Public Act 73-647. Leave under 7.2 shall be without compensation, but such employee shall have the option of continuing insurance benefits so long as the total cost of insurance benefits is borne by the employee.
- 7.4 Any employee who becomes pregnant shall adhere to the notification and reporting procedures as stipulated in 7.1 for as long as she remains working, whether or not she intends to return to work after the child is born.

ARTICLE XIII
INSURANCE AND PENSION

Section 1

All full-time personnel covered by this Agreement shall be eligible to receive group medical coverage as individuals and for their dependents under one of two options: 1) a High Deductible Health Plan (HDHP) with Health Savings Account (HSA); or 2) a traditional PPO insurance plan.

- a. The HDHP shall be as follows:

Plan Features	
Annual Deductibles	\$2,000 / \$4,000
In network co-insurance	100%
Out of network co-insurance	80% / 20%
In Network out of pocket max	\$3,000 / \$6,000
Out of Network out of pocket max	\$4,000 / \$8,000
Preventative Care Rider	100%
Prescription Drugs, After deductible	\$5.00 / \$15.00 / \$25.00 retail 2X for mail order

The Board will contribute fifty percent (50%) of the applicable deductible amount for each full-time employee who elects coverage under the HDHP with HSA plan. The Board's contribution to the deductible shall be deposited on a quarterly basis. The Board's contribution towards the deductible shall be pro-rated for employees hired after the beginning of the plan year. Such employees shall receive their initial contribution upon the next quarter.

The parties acknowledge that the Board's contribution toward the funding of the deductible is not an element of the underlying insurance plan, but

rather relates to the manner in which the deductible shall be funded for actively employed bargaining unit members. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

- b. A description of benefits appears in the Medical & Prescription Plan Grid attached to this contract.
- c. The cost of the applicable premiums for this health insurance shall be borne as follows: The Board shall pay eighty-seven percent (87%) and the employee electing coverage shall contribute thirteen percent (13%). If elected by the employee, the cost of dependent coverage shall be paid eighty-percent (80%) by the Board and twenty percent (20%) by the employee through payroll deductions.
- d. In addition to the health insurance options outlined above, the Board shall provide \$25,000 Group Life Insurance and Accidental Death and Dismemberment Insurance to each eligible full-time employee. The Board pays the cost of this coverage for the employee, and family coverage is not available.
- e. The Board reserves the right to change insurance carriers of the plans set forth above for plans substantially equal taken as a whole. Should the Board propose a change in carrier(s), it shall consult with the Union, provided that, absent agreement, the parties shall negotiate over any such change(s) prior to its implementation.
- f. The Board of Education reserves the right to perform a cost analysis of the Teamsters insurance plan in comparison with the Board health plan, provided that the Teamsters provide the Board with all relevant information necessary to compute such cost analysis. The Board also reserves the right to reopen negotiations, should the Teamsters plan become financially beneficial to the Board.
- g. Excise Tax. The Patient Protection and Affordable Care Act ("PPACA"; Public Law 111-148) has set forth and codified under the Internal Revenue Code (IRC) §4980I the imposition of an excise tax related to employer provided health insurance plans that exceed certain value thresholds. The impact of the excise tax is scheduled to take effect in 2020. Should any Federal statute or regulation pertaining to IRC §4980I be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, the parties agree to commence mid-term negotiation in accordance with the Teacher Negotiation Act. During such mid-term negotiation, the parties will reopen the issue of health insurance only (including any related appendices) for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

Section 2 The Employer will provide 50/50 coverage on dental insurance for Employees and dependents (1/2 to be paid by Employee).

Section 3 The Board shall make available an Internal Revenue Code Section 125 deduction for pre-tax insurance premiums, a limited purpose medical flexible spending account in accordance with IRS regulations, and a dependent care flexible spending account.

Section 4 Full-time employees covered under this Agreement shall be eligible to participate in the Pension Plan for certain non-certified employees of the Board of Education, according to the current provisions of the Policy.

Section 5 The Board shall make available a 403B plan and a 457B plan, which shall be funded by employee contributions made by voluntary deductions. Full-time employees shall be eligible to participate in both plans as offered by the Board.

ARTICLE XIV **DISCIPLINARY ACTION**

Section 1 The Employer has the right to discharge or suspend without pay an employee for just cause. Any employee so discharged or suspended must file a grievance thereon if they desire to contest the same within five (5) working days of the notice to them of such discharge or suspension.

Section 2 The Employer shall send copies of notices of such disciplinary action to the official representative of the Union.

ARTICLE XV **STEWARDS**

Section 1 The Employer recognizes the right of the Union to elect stewards for the purpose of representing employees in the adjustment of grievances in accordance with the grievance procedure (Article VI) of the Agreement subject to the following provisions:

- a. There shall be a steward for each school. One of such stewards shall be designated by the Union as its Chief Steward.
- b. The Union shall have the right to remove any steward and appoint a new steward in his/her place at any time. The Union shall give the Employer written notice of such changes within twenty-four (24) hours after they occur.
- c. The Union shall give the Employer written notice of the names of the Chief Steward and stewards together with buildings or employee groups with which they are associated upon the signing of the Agreement.

Section 2 The stewards may receive and handle grievances and shall spend no more time than is necessary in handling grievances. A steward shall be paid by the Employer at his/her regular straight time hourly rate for time reasonably spent during regular working hours in the adjustment of grievances under the Grievance Procedure.

Section 3 The authority of the Chief Steward and stewards shall be limited to and shall not exceed the handling of grievances except the Chief Steward shall have the authority to transmit to the proper representative of the Employer written messages and information which originate with and are authorized by the Union.

ARTICLE XVI
STRIKES AND LOCKOUTS

Section 1 The Union agrees that there will be no strike, slowdown, stoppage of work or interruption of work authorized, instigated, sanctioned or condoned by it. The Employer will not lockout employees during the period of this Agreement.

Section 2 Employees who participate in such an interruption may be subject to disciplinary action up to and including discharge. Any claim by an employee that he/she has not participated in such interruption may be resolved under the Grievance Procedure including arbitration.

ARTICLE XVII
MISCELLANEOUS

Section 1 Employees shall receive a fifteen (15) minute rest or coffee break during the first half of their shift and a fifteen (15) minute rest or coffee break during the second half of their shift to be scheduled in collaboration with the Director of Facilities or his/her designee. Employees shall receive a paid ½ hour lunch break.

Section 2 Any employee who is absent because of an injury covered by Worker's Compensation shall be allowed to use his/her accumulated sick leave and other paid benefit days (ex. vacation, personal days, etc.), to supplement the Worker's Compensation payments so that his/her total weekly income is equal to after tax take home pay received prior to the injury.

If the employee has no paid leave days available, he/she shall not receive any allotment of paid benefit days or continue to accrue any benefit days (ex. sick, vacation, etc.) until such time the employee returns to active duty.

Section 3 The Board shall provide uniforms to include inclement weather gear and apparel including rain suits, insulated coveralls, gloves, hats, protective face gear, shirts, annually or bi-annually as determined by the Director of Facilities or his/her designee by wear and tear. In the event of any change of uniform garments, the Board shall select new uniforms with input from Teamster Leadership. Employees are required to wear such uniform apparel when on duty.

Section 3B The Board shall provide each bargaining unit employee two hundred and fifty dollar (\$250) bi-annually for the purchase of one or more Board-approved shoes for work in November of any school year.

Section 4 A representative and alternate to attend meetings of the Windham Public Schools Safety and Health Committee shall be elected by the Union.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

WINDHAM BOARD OF EDUCATION

GENERAL TEAMSTERS LOCAL UNION
NO. 493, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

By: Myrna Ide

By: [Signature]

Date: 5/17/22

Date: 5/17/2022

By: Jane A Youngberg

By: Shelly Nicks

Date: 5/17/2022

Date: 5/17/2022

By: Stephanie Barrett

By: Kris Timmons

Date: 5/17/2022

Date: 5/17/2022

By: Luis Avila

Date: 5/17/2022

**WINDHAM BOARD OF EDUCATION
 MEDICAL & PRESCRIPTION PLAN GRID
 Effective 7/1/2011
 Will be replaced with new grid**

MEDICAL PLAN BENEFITS	
Type of Plan	PPO
Referrals required	No
Dep/FTS Eligibility	25/26
Deductible	NA
Coinsurance	NA
OOP Maximum	NA
Lifetime Maximum	Unlimited
Preventive care	\$0
Office visit co-pay	\$15.00
Specialist visit co-pay	\$15.00
OB/GYN	\$15.00
Maternity Care	\$15.00
Lab & X-ray	\$0.00
Inpatient Surgery	\$100.00
Out Patient Surgery	\$100.00
Urgent care co-pay	\$50.00
Emergency Room co-pay	\$75.00
Ambulance	\$0.00
Infertility Services	
Phase I	Covered per
Phase II	State of CT
Maximum	Mandate
Out of Network	
Deductible	\$250 / \$500 / \$500
Coinsurance	20%
OOP Maximum	\$1500 / \$3000 / \$3000
Lifetime Maximum	\$ 1 million
Prescription Plan Benefits	
Generic	\$5
Listed Brand	\$15
Non-Listed Brand	\$25
Pharmacy Day Limit	34 days – 100-unit dose
Pharmacy Maximum	\$2000
Elected Brand	Co-pay + Difference
Dispense as Written	Co-pay + Difference
Non-Par Claims	20%
Mail Order	2X
MOD Day Limit	100 days
MOD Maximum	\$2000

APPENDIX A

Custodian				
	2021-22	2022-23	2023-24	2024-25
Step 1	16.48	16.81	17.14	17.49
Step 2	16.81	17.14	17.49	17.84
Step 3	17.14	17.49	17.84	18.19
Step 4	17.49	17.84	18.19	18.56
Step 5	17.84	18.19	18.56	18.93
Step 6	18.19	18.56	18.93	19.31
Step 7	18.56	18.93	19.31	19.69
Step 8	18.93	19.31	19.69	20.09
Step 9	19.31	19.69	20.09	20.49
Step 10	19.69	20.09	20.49	20.90
Step 11	23.93	24.41	24.90	25.40
Step 11A*	24.65	25.15	25.65	26.16

* No new employees shall move to step 11A.

Head Custodian - Elementary				
	2021-22	2022-23	2023-24	2024-25
Step 1	18.13	18.35	18.58	18.81
Step 2	18.49	18.72	18.95	19.19
Step 3	18.86	19.09	19.33	19.57
Step 4	19.24	19.48	19.72	19.97
Step 5	19.62	19.87	20.11	20.37
Step 6	20.01	20.26	20.52	20.77
Step 7	20.41	20.67	20.93	21.19
Step 8	20.82	21.08	21.35	21.61
Step 9	21.24	21.50	21.77	22.04
Step 10	21.66	21.93	22.21	22.49
Step 11	26.33	26.66	26.99	27.33

Head Custodian - Secondary				
	2021-22	2022-23	2023-24	2024-25
Step 1	18.95	19.19	19.43	19.67
Step 2	19.33	19.57	19.82	20.06
Step 3	19.72	19.96	20.21	20.46
Step 4	20.11	20.36	20.62	20.87
Step 5	20.51	20.77	21.03	21.29
Step 6	20.92	21.18	21.45	21.72
Step 7	21.34	21.61	21.88	22.15
Step 8	21.77	22.04	22.32	22.59
Step 9	22.20	22.48	22.76	23.05
Step 10	22.65	22.93	23.22	23.51
Step 11	27.52	27.87	28.22	28.57

Head Custodians who were/are employed in the position effective July 1, 2021 shall receive equity stipends in the 1st pay in December. For 2022-23: \$600, 2023-24: \$800, 2024-25: \$1,000