

**AGREEMENT BETWEEN THE
MONTVILLE BOARD OF EDUCATION
AND
CSEA, SEIU LOCAL 2001
MONTVILLE SECRETARIES CHAPTER**

September 1, 2016 – June 30, 2020



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GENERAL PROVISIONS

1. The term "secretary" or member of unit, as used in this Agreement, except where otherwise indicated, is considered to apply to all non-certified professional employees listed in this agreement. The Board agrees that any new positions of "secretary" created at a later date will be additional positions within the Union after the position is established at a class level to be determined by the Board.

It is understood that this Agreement is subject to, and shall operate within the framework of the statutes of the State of Connecticut.

2. There shall be no reprisals of any kind taken against any secretary by reason of his/her membership in the Union or participation in its activities.
3. An employee's personnel file or "personnel record" is defined as the file maintained at the Board of Education office exclusive of any other file or record. Secretaries, on work time, shall have the opportunity to review and discuss any evaluation reports with their supervisor, and to review the contents of any reports originated in this system which are contained in their personnel file. No derogatory material shall be placed in the personnel file unless the employee has had an opportunity to sign it and has received a concurrent copy. Such signature merely indicates that he/she has read the material to be filed, and does not indicate agreement with its contents. At any time, an employee may file a written rebuttal to any derogatory materials and such rebuttal will remain in the file attached to the derogatory material as long as the derogatory material remains in the personnel file. The employee after one year may ask the Superintendent to have derogatory material removed from his/her personnel file.
4. This Agreement shall constitute the policy of the Board in the subject areas covered by the Agreement for the duration of the Agreement. Previously adopted policies, rules or regulations in conflict with this Agreement are superseded by this Agreement, but this shall not limit the Board in the adoption of policies not inconsistent with this contract.
5. It is the policy of the Montville Board of Education that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against under any program, including employment.
6. Part-time employees (defined as those employees regularly scheduled to work under twenty hours per week) may work more than twenty hours per week and up to 28 hours per week on a temporary basis without receiving any additional benefits as currently provided for employees regularly scheduled for twenty hours or more under the following conditions:
 - a. The use of part-time employees is not used in any way to undermine the negotiated benefits of the bargaining unit including but not limited to a pattern of more than three periods of three consecutive weeks within one school year, the hiring of additional part-time employees to replace 20 hour or more positions, and/or the reduction of 20 hour or more positions within the bargaining unit.
 - b. No bargaining unit work can be given to any employee outside of the bargaining unit except student workers.

ARTICLE I – RECOGNITION

1. Effective July 1, 1982, Case No. ME-7183 and Decision No. 2139 of the Connecticut State Labor Relations Board, CSEA, SEIU Local 2001, is recognized as the sole and exclusive bargaining agent with respect to wages, hours, and the conditions of employment for the following employees of the Board: permanent full-time and permanent part-time employees and excluding office managers and assistants.
2. The term “employees” as used hereafter in this Agreement shall be defined as referencing only to those personnel of the Board who are included in the unit represented by the CSEA, SEIU Local 2001 as described in Article I.
3. The Board recognized (as of July 1, 1982) that CSEA, SEIU Local 2001 has all rights and privileges as provided by Chapter 113, Section 7-467 through 7-476 of The Connecticut General Statutes, as amended now or in the future, and the parties mutually agree to negotiate with regard to all matters as provided by said State Statute.
4. The Board and the CSEA, SEIU Local 2001 agree that the inclusion of the High School Principal Secretary position, Class V, prohibits the Union from petitioning the payroll position into the bargaining group at a future time.

ARTICLE II – EMPLOYEE CLASSIFICATIONS

Class I

Media Assistant (10 MO)

Class II

Alternative School Secretary (10 MO)

Middle School Secretary (10 MO)

High School Guidance Secretary (10 MO)

High School Secretary (10 MO)

Class III

Elementary Secretary (12 MO)

Middle School Secretary (12 MO)

High School Secretary (12 MO)

Class IV

Secretary, Office of Superintendent (12 MO)

High School Guidance Secretary (12 MO)

Class V

High School Principal Secretary

Class VI

Part-Time Secretaries (under 20 hours)

Class VII
Part-Time Media Assistants (under 20 hours)

ARTICLE III – SALARY SCHEDULE

1. Effective 9/1/2016, there shall be a general wage increase in the amount of two and a half percent (2.50%).
2. Effective 7/1/2017, there shall be a general wage increase in the amount of one and a half percent (1.50%).
3. Effective 7/1/2018, there shall be a general wage increase in the amount of two percent (2%).
4. Effective 7/1/2019, there shall be a general wage increase in the amount of two percent (2.25%).
5. The salary schedule shall be posted in Appendix A, B, C, D accordingly of this agreement.

ARTICLE IV – CONDITIONS OF EMPLOYMENT

New applicants shall be selected on the basis of training, experience, references, interviews, and demonstrated competency (as by examination) in word processing, clerical, computer, media, and other skills specified in the job description.

ARTICLE V – TRANSFER AND POSTING

1. Any vacancies or new positions for employees engaged in clerical and/or secretarial work in the school system shall be posted in each school at least five (5) working days prior to the deadline for applying for transfer. (Posting shall be extended to ten (10) working days following the close of school and prior to the opening of school.) Public advertisement will begin only if there are no qualified bargaining unit members requesting transfer.
2. Transfers within the same classification are exempt from testing and probationary periods.
3. The final decision as to whether an applicant will be transferred will be based on:
 - a. Whether the employee desiring transfer is qualified for the position.
 - b. If more than one employee is qualified for the position, then the employee with the most seniority (which is defined as actual bargaining unit service) shall be selected for the position.
 - c. Whether such transfer serves in the best interest of the school system.
4. In external postings, the employer shall state, "*Positions are within SEIU Local 2001 Bargaining Unit.*"
5. New hires from outside the bargaining unit must start at Step 1 of the Salary Schedule unless mutually agreed to by both parties in writing.

ARTICLE VI – PROBATION

1. All new appointments as Class IV & V employees will be subject to a six (6) month probationary period. All other new appointments shall be subject to a probationary period of ninety (90) days duration.
2. At the time of first appointment, new employees shall be placed on the probationary salary schedule.
3. Temporary employees performing bargaining unit work shall be covered by the Collective Bargaining Agreement after ninety (90) days. As long as an employee is considered temporary the employee may be terminated at any time without recourse to the grievance procedure. A temporary employee is defined as a person who substitutes for a permanent employee or a person used on an emergency basis for a short duration until a permanent employee can be hired to fill a vacant position. Time spent in a temporary position after the initial ninety (90) days shall be applied to the probationary period if the temporary employee is hired into that same position permanently. A temporary employee covered under the Collective Bargaining Agreement will be covered for all rights and benefits except those specifically stated in the grievance procedure.

ARTICLE VII – WORK WEEK

1. The basic work day for all full-time employees shall be seven (7) working hours, Monday through Friday, not including a daily duty free lunch period.
2. Prior approval by the Superintendent of Schools or designee is required for all hours worked over thirty-five (35) hours per week. Regular hourly rates shall be paid up to forty (40) hours per week.
3. Time and one-half regular rates of pay shall be paid for all hours worked after forty (40) hours per week.
4. The basic work week for all full-time employees shall be thirty-five (35) hours not including a daily duty free lunch period. The basic work week for all part-time employees shall be less than twenty (20) hours.
5. The basic work year for ten-month employees shall begin five (5) days prior to the opening of classes and end five (5) days following the close of school.
6. The basic work year for twelve-month employees shall be fifty-two (52) weeks.
7. The basic work year for part-time employees, Class VI Part-Time Secretaries shall begin two (2) days prior to the opening of classes. Prior approval by the Superintendent of School or designee for additional days worked outside this schedule.
8. The basic work year for part-time employees, Class VII Part-Time Media Assistant shall be the number of student days in the school calendar as established by the Board of Education.

ARTICLE VIII – DUTIES

1. Employees shall perform all duties in word processing, clerical, computer, media, and other skills specified in the job description and required for each position and assigned by the immediate supervisor. Each employee will be provided with a copy of his/her current job specification upon request. Work assignments will be in accordance with that job specification. When an employee is required to do any related duty of “other duty as assigned” within the job specification, that duty or responsibility shall be interpreted to be duties normally or reasonably expected to be required in accordance with the over-all job specification.
2. Employees shall not assist in any type of illness or first aid unless she/he has been properly trained in first aid including the proper care and handling of bloodborne pathogens as provided in CT State Regulation SEC 31-372-101-1910.1030.

ARTICLE IX – PAID HOLIDAYS

1. All employees shall be granted the following paid holidays:

Full-time 12 Month	Full-time 10 Month	Part-time
1. Labor Day 2. Columbus Day 3. Veterans Day 4. Thanksgiving Day 5. Christmas Day 6. New Year's Day 7. Martin Luther King Day 8. Lincoln's Birthday* 9. Washington's Birthday* 10. Good Friday 11. Memorial Day 12. Independence Day *Observed Presidents' Day weekend	1. Labor Day 2. Columbus Day 3. Veterans Day 4. Thanksgiving Day 5. Christmas Day 6. Martin Luther King Day 7. Lincoln's Birthday* 8. Washington's Birthday* 9. Good Friday 10. Memorial Day * Observed Presidents' Day weekend	1. Thanksgiving Day (4 Hours) 2. Christmas Day (4 Hours)

Additional days may be granted at the discretion of the Superintendent.

2. Twelve month secretaries will not work on the first working day after Christmas.

ARTICLE X – PAID VACATION

1. Employees working twelve (12) months will accrue vacation monthly upon hire based on his/her hire date. Vacation is not available to use until he/she has completed their initial probation:
 - a. Two weeks year one (1) and two (2) year two
 - b. Three (3) weeks year three
 - c. Four (4) weeks year seven
 - d. One additional vacation day shall accrue for each five (5) years of service up to twenty five (25) days.
2. Unused vacation days can be accumulative for up to five days from one year to the next by mutual consent.
3. Vacations are to be computed from the date of starting employment.
4. In the event that a 10-month employee transfers to a 12-month position, said employee shall be given paid vacation time in accordance with the number of years of employment in the Montville School System. Number of years of employment in the Montville School System shall be determined in the following manner:
 - (1) 1820 hours will be equal to one (1) year and only full multiples of 1820 hours can be transferred.
5. Pro-rated accumulated vacation pay shall be granted to an employee in the event of termination of service.
6. Upon the death of an employee, payment for vacation time accrued to the date of such death shall be paid to such person or persons as are entitled by law to receive such compensation due the employee.
7. Vacation requests will be considered for any period throughout the year except the week prior to school start-up.
8. When a paid holiday occurs during a regular vacation, such holiday shall not be charged to the employee's earned vacation time.

ARTICLE XI – SICK LEAVE

	Monthly	Total Accumulation	Annually
Full-time 12 Month	1.5 days	180 days	18 days
Full-time 10 Month	1.5 days	150 days	15 days
Part-time	3.2 hours	88 hours	32 hours

1. Part-time employees may additionally use paid sick leave for illness in the immediate family, family violence or sexual assault.
2. If an employee retires under the provisions of the town pension or any amendments or substitutions thereto, such employee shall be paid a sum of money equivalent to one-half the number of days of sick leave accumulated by such employee under the authority of this Article. Employees hired after August 31, 1995 will not accumulate sick days for purposes of retirement benefits.
3. Accumulated sick days for members of M.A.E.S. will be frozen on August 31, 1998. Thereafter, sick leave days will not be accumulated for the purposes of retirement benefits. "Frozen" means that the number of accumulated days is fixed and may not increase for purposes of retirement pay-out after August 31, 1998. However, a qualified employee may use those days for sick pay purposes and replenish them for retirement pay-out purposes to the extent possible up to the "frozen" number before retiring.
4. When a paid holiday occurs while an employee is absent on sick leave, no charge against employee's accrued sick leave will be made for that day.
5. Employees shall be entitled to participate in the "Voluntary Sick Leave Bank" (which is attached as Appendix D). On September 1, 2008, employees currently in the Sick Leave Bank may contribute one additional day from their sick leave accumulation/reserve, to bring the total to a 2-day contribution which becomes effective on 09-01-08. Effective September 1, 2008 and thereafter, employees in the bargaining unit who wish to participate in the Sick Leave Bank shall contribute two (2) days from their sick leave accumulation/reserve. The Board and Union agree that if issues or disputes arise with respect to the Sick Leave Bank and/or Appendix D these issues and/or disputes will not be subject to the grievance and arbitration provisions of this collective bargaining agreement.

ARTICLE XII – LEAVES WITHOUT PAY

1. After completion of one complete year of service calculated from the anniversary date of employment, leaves of absence without pay may be granted by the Superintendent for a limited, definite period not to exceed one year for the following reasons:
 - a. For health reasons, upon advice of a physician.
 - b. For other personal reasons subject to the review and recommendation of the Superintendent.
2. Application for such leave of absence must be made in writing, stating the reason for the request and the length of time desired. A leave of absence expires automatically at the date of expiration approved for the leave.
3. It is expected that, as far as possible, leave will be so arranged as to begin or end at the close of the school year.
4. Accumulated seniority shall not be lost during the leave of absence nor will an employee's original date of employment be affected by the leave of absence. However, effective September 1, 2008 and thereafter, time lost during the leave shall not count toward seniority.

ARTICLE XIII– PREGNANCY

1. The Board shall comply with provisions of Section 46a-60(7) of the Connecticut General Statutes. Upon expiration of accumulated paid leave(s) and/or FMLA leave an employee may request and may be granted a leave without pay with position held for a period of up to one year for maternity or paternity related to birth, adoption, or taking custody of a child, or prenatal or postnatal care of a spouse. No medical or fringe benefits will be paid or provided during the leave period (not FMLA) unless employee pays insurance premiums on a monthly basis.
2. The staff member shall notify the Superintendent of her/his selected date of departure and shall present documentation or a written doctor's approval of the date to the Superintendent at least thirty (30) days prior to the beginning of the leave.

ARTICLE XIV – WORKER'S COMPENSATION

Whenever an employee is absent from school as a result of bodily injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid any workmen's compensation award made for temporary disability due to said injury. The employee may use his/her accumulated sick leave to supplement Worker's Compensation payment so that his/her total weekly income is equal to the income he/she received prior to his/her injury up to five (5) weeks.

ARTICLE XV – PROFESSIONAL DEVELOPMENT

An employee will be granted days for in-service for promoting professional growth for educational office personnel as approved by the Superintendent of Schools. Bargaining unit members will be encouraged to attend at least one (1) day of professional development activity at the expense of the Board of Education.

ARTICLE XVI – INSURANCE

The Board shall make available, at its expense, for each employee, except as provided below:

1. Health Insurance:

- a. Bargaining unit employees will be provided individual, individual plus one, or family health insurance under a PPO Option Plan offered by Anthem BC/BS. The plan design is shown in Appendix F.
- b. Through a payroll deduction, employees will cost share for the above insurance as follows:
 - i. September 1, 2016 through June 30, 2017 –14%
 - ii. July 1, 2017 through June 30, 2018 –14.5%
 - iii. July 1, 2018 through June 30, 2019 –15%
 - iv. July 1, 2019 through June 30, 2020 – 15.5%

Excise Tax

Should any Federal Statute or Regulation pertaining to IRC§ 4980I be mandated to take effect during this contract 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 negotiations on the excise tax, in which the parties agree to open negotiations over an insurance plan(s) that will reduce the cost of the plan(s) to under the excise tax thresholds or reduce the amount of any applicable excise tax and to negotiate over the employee monetary contributions towards the costs of their insurance coverage.

c. Waiver of Coverage

- i. Notwithstanding the above, effective with the execution of this agreement, full-time employees may voluntarily elect to waive in writing all health insurance coverage outlined above and, in lieu thereof, shall receive an annual payment of three thousand dollars (\$3,000) for family or member plus one or fifteen hundred dollars (\$1,500) for individual in cash. Payments to those employees waiving such coverage shall be made at the conclusion of the school year which insurance was waived. In the event that a secretary is on the Montville Board of Education Insurance Plan through their own or spousal or family coverage, he or she shall not be eligible for this benefit.
- ii. Up to 25% of the total Board of Education insurance group of all eligible employees may take advantage of the waiver of health insurance. If more than 25% apply, seniority will be utilized annually for all Board of Education employees not yet receiving but desiring the waiver for any openings below 25% of eligible employees.

- iii. Notice of intention to waive insurance coverage must be sent to the superintendent not later than April 1 to be effective in the following contract year.
- iv. The following rules will apply:
 - 1. An employee electing Board provided insurance must stay on Board provided insurance for at least one full year.
 - 2. All insurance waived employees who wish to return to Board provided insurance will have an open enrollment date annually of September 1 to return to Board provided insurance coverage for any reason at no cost to the employee (with no penalty) under same criteria established for new hires. To qualify for the September 1 enrollment, an employee must have notified the superintendent not later than June 15 of the same year of his/her decision to return to Board insurance.
 - 3. Employees who have a change in coverage status such as death of the spouse (not by selection), may return to all Board provided health insurance coverage at any time throughout the year as long as written evidence is provided to the superintendent which substantiates one of these special conditions.
 - 4. Restoration of insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Appropriate financial adjustments shall be made on a prorated basis between the employee and the Board for any waiver elected in this section.
 - 5. Waiver of coverage procedures must be acceptable to all applicable insurance carriers.
 - 6. Waiver of premium does not apply to Board provided life insurance.
- d. The President of the Chapter shall be notified in writing and a concurrent copy sent to the Union, within thirty (30) days of any need to change carriers and/or to self-insure and shall have a reasonable opportunity to review the proposed changes. Should the Union and the Board disagree that the changes proposed will provide coverage at least equal to the coverage, benefits and administration described above at no additional cost to employees, the disagreement(s) shall be expedited under the rules of the American Arbitration Association for expedited arbitration, and no change shall be made until the arbitrator has rendered his/her award. The status quo shall be maintained during the above procedure.
- e. Change of Insurance Carriers: The Board shall have the right to change insurance carriers and or to self-insure in whole or in part in order to provide the insurance coverages set forth above, provided that there shall be no reduction or diminution in those coverages and no increase in expense to any employees, and provided further that coverages which result from change in carriers and or self insurance are at least equal or better to the coverages described above in terms of coverage, benefits, and administration.
- f. If the Board and the Union mutually agree to address the rising cost of health insurance plans through participation in the MEHIP Plan, or other similar plan during the term of this agreement, the parties shall meet and discuss such plan(s) and may, subject only to mutual agreement of the parties, amend the available health insurance plans available to employees.

2. The employer shall pay for Group Life Insurance coverage for the following amounts:

Full-time	Part-time
\$75,000.00	\$35,000.00

3. Employee Assistance Program: The Montville Board of Education may provide professional assessment, counseling, and referral services for employees experiencing personal problems through a contracted service. This service is extended to all members of the employee's immediate family. Further treatment beyond the basic coverage will be at the employee's expense or may be covered by other insurance benefits.
4. Dental Insurance: Blue Cross Full Service Dental Plan will be provided for the individual and family with the additional Basic Benefits Rider C Periodontics and the additional Basic Benefits Rider A.
5. The Board of Education agrees to research and help facilitate a self-pay group insurance option for retirees with the understanding that this is accomplished at no cost to the Board of Education.
6. All members of the bargaining unit shall have the option of participating in the Flexible Spending Account plan.

ARTICLE XVII – GRIEVANCE PROCEDURE

A grievance is hereby defined to be any misapplication of any provision of this agreement, change in past practice, violation of state or federal law, and/or violation of employer policy. Any employee or the Union grievance shall be settled in accordance with the following procedures:

1. Step 1 – The aggrieved employee and/or his/her steward or representative shall take up the grievance matter with the principal of the school in an effort to get the grievance resolved. The principal shall submit a written response to the grievant or the Union within ten (10) days after receiving the grievance.
2. Step 2 – Within ten (10) days after receiving a response from the principal or if the principal did not respond within the time specified, the grievant or the Union may submit the grievance to Step 2, the Superintendent of Schools. The Superintendent shall hold a conference with the grievant, the principal and the Union representative within ten (10) days of receipt of the grievance. The Superintendent shall within ten (10) days after the conference, issue his decision in writing with copies to the grievant and the Union President.
3. Step 3 – Within ten (10) days after receiving the decision from the Superintendent, the grievant or the Union may submit the grievance to the Chairperson of the Board of Education. The Board shall schedule a meeting to be held within fifteen (15) days.

The decision shall be made by the Board of Education within fifteen (15) days of the meeting and conveyed in writing by the Superintendent to the grievant and the Union President.

4. Step 4 – Within thirty (30) days after receiving the decision from the Board, the Union may submit the grievance to the Connecticut State Board of Mediation & Arbitration for final and binding decision in accordance to their rules. The Board shall have the option to transfer a

grievance to the American Arbitration Association. The arbitrator(s) shall have no power to add to, subtract from amend alter or delete any provision of this Agreement. The arbitrator(s) shall be empowered herein to decide only those grievances based upon an alleged violation and/or misinterpretation of specific terms of this agreement. The decision of the arbitrators shall be final and binding on both parties, unless appeals are allowed by law.

5. The time limit specified at any step may be extended in any particular instance by mutual agreement between the Superintendent and the Union.
6. The cost of grievance hearings shall be borne equally by the Montville Board of Education and CSEA, SEIU Local 2001.
7. No rights of an employee shall be abridged as the result of an appeal.
8. If an employee does not file a grievance in writing within fifteen (15) working days after s/he knew, or should have known, of the act or condition on which the grievance is based, then the grievance shall be considered to have been waived.
9. Days shall mean business days. Grievances shall be kept confidential and separate from the employee's personnel file.

ARTICLE XVIII – PAYMENT OF OFFICE PERSONNEL

1. All employees shall be issued pay checks bi-weekly.
2. Termination pay shall be computed by the following formula:
 - a. The daily rate of pay multiplied by the number of days employed less the amount already paid.
3. All employees shall receive pay via direct deposit to an authorized bank or credit union of the employee's choosing.

ARTICLE XIX – DUES CHECK-OFF

1. The Board will deduct from each paycheck of each employee who submits to the Board an individual written authorization to make such deduction, an amount to be applied to the monthly dues uniformly required as a condition of retaining members in CSEA, SEIU Local 2001 and will transmit said dues monies to CSEA, SEIU Local 2001, 760 Capitol Avenue, Hartford, CT 06106.
2. The Union shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorney's fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this Section.
3. The Employer agrees to deduct and transmit to CSEA SEIU Local 2001 PAC from wages of those employees who voluntarily authorize such contributions on the form provided for that purpose by the CSEA SEIU Local 2001. These transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

4. After this provision is implemented, an employee may change his or her check-off status no more than once in any calendar year by doing so in writing to both the Employer and the Union.

ARTICLE XX – UNION SECURITY

1. All employees in the unit who are Union members on the effective date of this Agreement, or who afterward join, must remain members to the extent of paying monthly dues uniformly required of all members for the duration of this Agreement as a condition of continued employment.
2. All employees (excluding temporary employees employed less than 90 days) in the unit who are not Union members on the effective date of this Agreement shall, as a condition of continued employment, commencing after the effective date of this Agreement, pay to the Union each month a service charge as a contribution toward the cost of securing and administering the Agreement. The amount of such service charge shall be equivalent to the amount uniformly required of all those who become members of the organization.
3. The organization agrees to indemnify and hold harmless the Board for any loss or damages arising from the operation of this Article.

ARTICLE XXI – NO STRIKE – NO LOCK-OUT

Pursuant to Connecticut General Statute 7-467 (Municipal Employees Relations Act), all employees included in this Agreement shall not hinder the Board's operation by strike or work stoppage, and the Board shall not pursue lock-out tactics in any part of its operation.

ARTICLE XXII – UNION PREROGATIVES

1. The Board shall provide a bulletin board, or space on an existing bulletin board, in the school for the display of Union material.
2. The employer shall release the Chapter President with pay to conduct reasonable Union Business that cannot be conducted outside of business hours.
3. The Board of Education shall provide leave, without pay, without loss of seniority rights, for up to three (3) employees as designated by the union to attend the Service Employees International Union Local 2001 biannual convention.
4. Union Orientation
 - a. Once a year the employer shall provide one (1) hour of leave with pay for new employees to attend a Union Orientation. The employer shall provide a reasonable space on campus to conduct the union orientation. The employer shall allow one (1) union officer to facilitate the union orientation without loss of pay or loss of seniority.
 - b. The employer shall notify the Chapter President of any new hires within a reasonable amount of time.
 - c. Employees hired after the annual union orientation shall be entitled to attend the next annual orientation.

5. The employer shall allow up to a two (2) year unpaid leave of absence in the event an employee is elected to an SEIU Local 2001 leadership position. The Union shall reimburse the employer for all employment expenses related to the leave (i.e. pension contributions, payroll tax contributions, health insurance if applicable with no accrual of sick or personal time).
6. The employer shall provide reasonable leave or scheduling accommodations for travel for employees elected to the SEIU Local 2001 Executive Council to attend scheduled meetings.
7. A duly authorized officer or Union Representative may secure permission to enter the employer's premises for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to. The Union Representative shall be subject to the visitor's policy and request such a visit from the superintendent/designee, and he/she shall in no way interfere with the normal operation and procedure of business. Requests shall not be unreasonably denied if students are not present in the specific area to be visited.
8. The Union may call meetings in the school, providing such meetings do not conflict with other scheduled school activities or programs and providing further that employees do not leave their work stations until the end of their work day. All meetings will require previous notice being given to the building principal and will be held in a room approved by him/her. Any expense(s) incurred by the Board as a result of any meeting(s) will be paid by the Union.

ARTICLE XXIII – LAYOFF AND RECALL RIGHTS

1. In the event that layoffs become necessary the employee with the least seniority in the bargaining unit (system wide) shall be laid off first. The employee selected for layoff will be given reasonable notice. Any change of classification may require proof of competence through testing and/or experience.

When employees are to be recalled, the first to be recalled shall be those last laid off.

2. Laid off employees shall have recall rights for a period of one (1) complete year from the date of layoff. An employee who refuses recall shall lose all further recall rights.
3. Accumulated sick leave benefits will be restored upon reemployment.
4. The length of continuous service within the bargaining unit shall constitute seniority. This shall be considered in the case of vacation preference, layoff, recall from layoff, job absorption, and pension. Service lost due to layoff will not affect the original date of hire for purposes of continuous service.
5. Employees working less than twenty (20) hours per week shall be released first, based upon seniority.
6. The employer shall notify employees before the last day of school of any layoffs or as soon as reasonably known.

ARTICLE XXIV – SEVERABILITY

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

ARTICLE XXV – PRESERVATION OF RIGHTS

Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that employees have enjoyed heretofore, unless it is specifically stated that said practice has been superseded by a provision of this Agreement.

ARTICLE XXVI – DISCIPLINE

1. The Employer shall not remove, dismiss, discharge, suspend or discipline any employee in the bargaining unit, except for just cause. Where disciplinary action is taken, the employee(s) involved shall have the right to appeal through the grievance procedures.
2. Any bargaining unit member who voluntarily leaves the employment of the Board shall give the Superintendent of Schools two (2) weeks notice with the exception of voluntary leaves in July or August which require four (4) weeks notice.
3. Any bargaining unit member that is absent without notice for three (3) consecutive days shall be terminated.
4. The employer and employee shall sign each disciplinary document for receipt purposes only.
5. The employee shall receive a copy of any type of disciplinary document.
6. The Chapter President shall be copied on disciplinary documents.
7. In the event the employer wishes to conduct an investigatory interview, the employer shall inform said employee of their rights to union representation.

ARTICLE XXVII – JURY LEAVE

Any employee who is called for jury duty may receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or personal days. The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

ARTICLE XXVIII – PERSONAL LEAVE

1. Each employee shall be allowed the following leave, noncumulative, with no pay deduction for any of the following reasons:

	Full-time 12 Month 10 Month	Part-time
Amount Per Year	8 Days	8 Hours
Qualifying Events	<ol style="list-style-type: none"> 1. Death in the immediate family 2. Illness in the immediate family 3. Religious requirements 3. Legal requirements 4. College graduation exercises (self, spouse, son, daughter) or college visitation for the child of the employee 5. Personal business which cannot be transacted outside of regularly scheduled work day (1) 6. Family abuse or sexual assault 	<ol style="list-style-type: none"> 1. Death in the immediate family 2. Religious requirements 3. Legal requirements 4. College graduation exercises (self, spouse, son, daughter) or college visitation for the child of the employee 5. Personal business which cannot be transacted outside of regularly scheduled work day (4 hours)

2. Immediate family consists of spouse, father, mother, son, daughter, grandparents, grandchildren, sister, brother, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, step-children, step-parents, step-grandparents, son-in-law, daughter-in-law, aunts and uncles, nieces and nephews, grandparent-in-law.
3. The Superintendent is authorized to grant additional days leave upon request.
4. Application for leave in the above provisions shall be made to the Principal or designee at least twenty-four (24) hours before taking such leave except in cases of extreme hardship.
5. Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the employee is entitled. Such personal leave shall not be cumulative nor be used to extend vacations or holidays.
6. Any employee working less than twenty hours a week shall be allowed eight (8) hours leave, noncumulative, with no pay deduction as outlined above in Article XXX, Sections 1 - 5.

ARTICLE XXIX – INCLEMENT WEATHER/EMERGENCY CLOSINGS

In weather related emergencies, if school is closed and offices remain open, 12-month secretaries may elect to use a vacation or personal day. No employee shall suffer a loss of pay for a late opening or early dismissal of school due to inclement weather or emergency. In case of school delay, all secretaries will report to work as soon as reasonably possible. In case of early dismissal, secretaries may leave 45-minutes after the last bus leaves the school.

ARTICLE XXX – DURATION OF CONTRACT

1. The provisions of this Agreement shall be effective as of September 1, 2016, and shall continue and remain in full force and effect until June 30, 2020.
2. On or before September 1, 2019, CSEA, SEIU Local 2001 shall mail a registered letter to the Superintendent to commence negotiations for a new labor agreement.

ARTICLE XXXI – MILEAGE

Any employee who utilizes his/her own car on school business shall be reimbursed at the prevailing I.R.S. rate per mile of travel.

ARTICLE XXXII – PENSION

The pension plan for eligible employees is the Connecticut Municipal Employees' Retirement Fund.

ARTICLE XXXIII – MANAGEMENT RIGHTS

There are no provisions in this Agreement that shall be deemed to limit or curtail the Board in any way in the exercise of rights, powers and authority which the Board had prior to this contract unless, and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers and authority (not including statutory). The Union recognizes that the Board's rights, powers and authority include, but are not limited to, the right to manage its operation, direct, evaluate, select, decrease and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or layoff; the right to make all plans and decisions on all matters involving its operations, the extent to which the facilities of any Department thereof shall be operated, additions thereto, replacements, curtailments or transfers thereof, removal of equipment, outside purchases of products or services, the scheduling of operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities; to maintain discipline and efficiency of employees; to prescribe rules to that effect; to establish and change production standards and quality standards, determine the qualifications of employees; regulate quality and quantity of production and to run the Department efficiently.

Signatures and Execution

In witness whereof, the parties hereto have caused this agreement to be executed by their duly

authorized representatives this _____ day of _____, 2016.

Montville Board of Education

SEIU Local 2001

Montville Secretaries Chapter

APPENDIX "A"

2016-2017

	STEP 1	STEP 2	STEP 3
Class 1	18.65	19.82	20.91
Class II	19.02	20.26	21.33
Class III	19.39	20.65	21.81
Class IV	20.01	21.22	22.45
Class V (New)	21.33	24.94	26.38
Class VI	16.94	17.38	17.81
Class VII	16.94	17.38	17.81

1. All newly hired personnel will be placed on Step 1.
2. Entry level personnel will be paid twenty-five (25) cents less per hour during probationary period.

APPENDIX "B"

2017-2018

	STEP 1	STEP 2	STEP 3
Class I	18.93	20.12	21.23
Class II	19.31	20.57	21.65
Class III	19.69	20.96	22.14
Class IV	20.31	21.54	22.78
Class V	21.65	25.32	26.78
Class VI	17.20	17.65	18.08
Class VII	17.20	17.65	18.08

- A. All newly hired personnel will be placed on Step 1.
- B. Entry level personnel will be paid twenty-five (25) cents less per hour during probationary period.

APPENDIX "C"

2018-2019

	STEP 1	STEP 2	STEP 3
Class I	19.31	20.53	21.66
Class II	19.70	20.99	22.09
Class III	20.09	21.38	22.59
Class IV	20.72	21.98	23.25
Class V	22.09	25.83	27.32
Class VI	17.55	18.01	18.45
Class VII	17.55	18.01	18.45

- A. All newly hired personnel will be placed on Step 1.
- B. Entry level personnel will be paid twenty-five (25) cents less per hour during probationary period.

APPENDIX "D"

2019-2020

	STEP 1	STEP 2	STEP 3
Class I	19.75	21.00	22.15
Class II	20.15	21.47	22.59
Class III	20.55	21.87	23.10
Class IV	21.19	22.48	23.77
Class V	24.44	26.81	27.94
Class VI	17.95	18.42	18.87
Class VII	17.95	18.42	18.87

- A. All newly hired personnel will be placed on Step 1.
- B. Entry level personnel will be paid twenty-five (25) cents less per hour during probationary period.

APPENDIX "E"

PERSONNEL – CERTIFIED/NON-CERTIFIED

4300

Voluntary Sick Leave Bank

A sick leave bank may be established for the purpose of allowing bargaining unit members to contribute accumulated sick leave which shall be available to other contributing members that have exhausted sick leave due to a chronic illness, series of chronic illnesses, catastrophic injury, serious illness, or combination of same as further enumerated by rules and regulations established by a committee(s) of the Board of Education and the bargaining unit.

Said committee made up of three Board designees and three bargaining unit designees shall meet and promulgate rules and regulations regarding the bank including but not limited to contribution levels, entrance to the bank, withdrawal from the bank, eligibility, and any other regulations that they deem necessary to the functioning of and implementation of this policy. Rules and regulations developed and/or amended by such committee and agreed to by the bargaining unit and Board are hereby incorporated by reference.

Policy Adopted: 7/20/99
Revised: 6/20/00
09/01/08

PERSONNEL -- CERTIFIED/NON-CERTIFIED

Voluntary Sick Leave Bank

1. Any secretary in the Montville Public Schools shall be permitted to contribute two (2) days from his/her sick leave allocation/accumulation reserve to a "Sick Leave Bank" which shall be established to aid/assist secretaries who suffer prolonged illness and whose sick leave accumulation has been exhausted. "Days" for purposes of this Sick Leave Bank shall mean seven (7) hours for full-time secretaries and four (4) hours for part-time secretaries.
2. Applications for membership will be accepted annually from September 1-15 of each school year.
3. Any secretary who does not enter the 'Bank' during the eligibility period and enters at a later date shall be required to transfer two (2) days from their accumulated sick leave for each year of which they were eligible to enter the 'Bank' and chose not to.
4. The 'Bank' shall be built up to a maximum of one hundred and eighty (180) days.
5. Any person retiring or choosing to withdraw from the 'Bank' shall not be allowed to withdraw contributed days. Days contributed remain assets of the Sick Leave Bank.
6. A list of 'Sick Leave Bank' members shall be forwarded to the president(s) of the M.A.E.S. and copies will be available for posting in each members work area.

Procedures

1. Any secretary who is a member of the 'Sick Leave Bank' having exhausted or in the process of exhausting his/her available sick leave, may apply for additional leave from the 'Sick Leave Bank' upon filing a form to the Office of the Superintendent.
2. Any and all requests shall be reviewed by the "Committee" to ascertain whether sick leave days may be awarded from the 'Bank.' Decisions made by the 'Committee' are final, binding and not subject to the grievance procedure.
3. No secretary will be permitted to request more than one school month of sick leave at any given time. If leave is expected to exceed one school month, an additional request must be submitted in writing to the Office of the Superintendent of Schools.
4. The "Committee" shall include the Superintendent of Schools (or designee), one full-time secretary, one part-time secretary and an administrator from the building where the requesting secretary is employed and a member appointed by the Montville Education Association. Therefore, the "Committee" membership will be four (4) individuals.

Policy Adopted: 7/20/99

Revised: 6/20/00

09/01/08

MONTVILLE BOARD OF EDUCATION
Application for Membership in the Sick Leave Bank for Secretaries

NAME: _____ SCHOOL: _____

By my signature, I agree to abide to all rules and procedures listed below of the Sick Leave Bank for Secretaries.

Signature of Applicant

Date

MEMBERSHIP:

1. Any secretary in the Montville Public Schools shall be permitted to contribute two (2) days from his/her sick leave allocation/accumulation reserve to a "Sick Leave Bank" which shall be established to aid/assist secretaries who suffer prolonged illness and whose sick leave accumulation has been exhausted. "Days" for purposes of this Sick Leave Bank shall mean seven (7) hours for full-time secretaries and four (4) hours for part-time secretaries.
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3. No secretary will be permitted to request more than one school month of sick leave at any given time. If leave is expected to exceed one school month, an additional request must be submitted in writing to the Office of the Superintendent of Schools.
4. The "Committee" shall include the Superintendent of Schools (or designee), one full-time secretary, one part-time secretary and an administrator from the building where the requesting secretary is employed. Therefore, the "Committee" membership will be four (4) individuals.

APPENDIX "F"

Health Insurance Plan Design Medical Plan Design

Montville Public Schools
Effective September 1, 2016

Century Preferred –PPO Plan

- The office visit co-payment shall be \$30 per visit.
- The co-pay for allergy office visits and testing shall be \$30 per visit.
- The co-pay for physical, occupational and speech therapy shall be \$30 per visit.
- The co-pay for outpatient mental health and substance abuse shall be \$30
- High Cost Diagnostics \$75 Co-payment.
- There shall be a \$150 co-payment for outpatient surgery.
- There shall be a \$300 co-payment for any inpatient admission (general/medical surgical and maternity, mental health and substance abuse, rehabilitation facility, skilled nursing facility).
- The Durable Medical Equipment benefit shall be fifty percent (50%) with no annual maximum.
- Infertility benefits shall be limited to those required by State mandate.
- The co-payments for emergency services shall be as follows:
 - Walk-in Center - \$30
 - Urgent Care - \$75
 - Emergency Room - \$150 (waived if admitted)

Prescription drugs shall be subject to the following co-payments:

- \$10 for generic (Tier 1)
- \$30 for brand name preferred or formulary drugs (Tier 2)
- \$40 for brand name non-preferred or non-formulary drugs (Tier 3)
- Twice the above co-payments for a 90-day supply by mail order

The existing \$2,000 calendar year maximum for prescription drugs shall remain in effect.

The prescription drug program shall be the MP4 plan, which includes the following provisions that modify or add to the existing program:

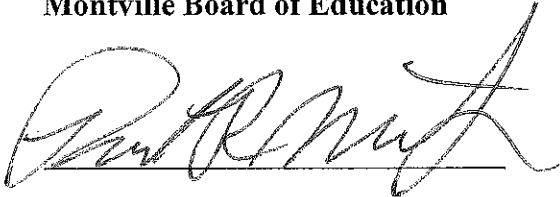
- Quantity Limits.
- Step Therapy.
- Prior Authorization.
- Refill Too Soon - 85% of prescription needs to be completed before refill.

Signatures and Execution

In witness whereof, the parties hereto have caused this agreement to be executed by their duly

authorized representatives this 20 day of September, 2016.

Montville Board of Education



SEIU Local 2001

Montville Secretaries Chapter

