

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

**7/1/16-6/30/2019**

July 1, 2016

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This agreement is made and entered into by and between CSEA SEIU Local 2001 and the Plainfield Secretaries Chapter, hereinafter referred to as the "Union" and the Plainfield Board of Education hereinafter referred to as the "Board".

## ARTICLE I RECOGNITION

The Board recognizes CSEA SEIU Local 2001 as the exclusive bargaining representative for employees in the unit consisting of employees of the Board engaged in secretarial work, other than the Superintendent's secretary, in the public school system of the Town of Plainfield, for the purpose of, and with all the rights and privileges as provided by M.E.R.A, 7-467, et. seq., in accordance with the Recognition Agreement executed between the Board and the Union on the 13th of January, 1969.

## ARTICLE II MANAGEMENT RIGHTS

### A. BOARD RIGHTS

It is recognized that the Plainfield Board of Education has the sole right to direct the operations of the school district in all aspects including, but not limited to, the following:

To determine the type of work to be performed; to assign all work to employees; to determine hours of work; to hire employees; to prescribe and enforce reasonable rules and regulations 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; to discharge or otherwise discipline any employee for just cause. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this agreement, nor in an unreasonable manner.

### B. NON-DISCRIMINATION

The employer and the Union agree that there shall be no discrimination against the employee because of race, creed, color, age, gender, sexual orientation, national origin, mental and physical disability, genetic information, ancestry, or gender identity and expression, marital status, Union affiliation, or political activities which does not impede the performance of the employee's responsibilities.

## ARTICLE III SALARIES

The salaries for all persons covered by this Agreement are set forth in Appendix "A", which is attached hereto and made a part of this Agreement.

Secretaries will be provided an annualized pay equated to a 26-pay-cycle salary based on the contractual hourly rate and the contractual hours per year. Hours worked beyond 40 hours/week will be subject to overtime rates.

## ARTICLE IV

### INSURANCE BENEFITS

- A. The Board shall provide secretaries and eligible dependents with group health insurance benefits. The cost sharing for the available insurance plan shall be eighty percent (80%) Board, twenty percent (20%) secretary beginning in 2015-2016.
  - 1. The group health insurance plan includes a twenty dollar (\$20.00) home and office provision; a five hundred dollar (\$500.00) hospital co-pay per admission; and a Managed Three Tier prescription drug component. The details of this plan are set forth in Appendix "C" (for informational purposes only) and in the master description of benefits on file in the Superintendent's Office.
  - 2. The details of these plans are set forth in Appendix "C" (for informational purposes only) and in the master description of benefits on file in the Superintendent's Office.
  - 3. The Board and the Association agree that, effective one calendar year prior to the effective date for the application of the federal excise tax applicable to health insurance, a different health insurance plan design will be implemented that will require the costs for health insurance to fall below the applicable threshold for the federal excise tax at all levels of coverage (single, couple, family). The Board and the Association will meet prior to implementation date to select the specific plan design to be implemented.
- B. Life Insurance for the individual at \$30,000. An employee shall be permitted to purchase additional life insurance (to the amount of his/her annual salary) at the employee's own expense, subject to the terms and conditions of the carrier.
- C. Accident and sickness weekly indemnity.
- D. Insurance carriers may be changed by the Board of Education at any time provided the insurance carrier provides comparable benefit coverage.
- E. Upon retirement, all staff members who have served a minimum of ten (10) years in the Plainfield Public School System and who are retiring from the Plainfield Public School System, will be allowed along with their eligible family members, to remain as a member of the Plainfield Board of Education health insurance group but the premium will be paid totally by the individual. The coverage would include the current Board of Education medical policies minus the life insurance. To be eligible, the retiring employee must be acceptable to the current insurance carrier and must have attained 55 years of age. This benefit is not available to employees hired after July 1, 2013.

## ARTICLE V

### MISCELLANEOUS

- A. Vacancies: Openings shall be posted internally for at least five (5) working days. Postings shall include information regarding qualifications for the openings and a job description shall also be made available to bargaining unit members. Applicants within the bargaining unit who are most qualified for the vacancy or new position shall be selected on the basis of seniority. If bargaining unit members are considered by the Superintendent to be equally qualified, then the more senior bargaining unit member shall be appointed. If no qualified bargaining unit member applies for the position, the position shall be posted externally.

- B. Work Schedule: The regular work day shall be an eight (8) hour day exclusive of an unpaid lunch and the regular work week a forty (40) hour week. If a secretarial employee is requested by her supervisor to work beyond her regular assignment, compensation shall be paid at a rate equal to one and one-half times her regular rate of pay after the eight (8) hour day. Hours beyond the regular eight (8) hour work day shall be approved by the Building Principal and authorized by the Superintendent.

In the event that the Board wishes to make changes to a bargaining unit member's regular work day hours, the Board shall sit and discuss the reasons for the proposed changes with the Union.

Secretaries may arrange to have their hours adjusted during the summer and other school vacations at the discretion of the building administrator provided the work week includes a forty (40) hours of work (not to include lunch). Secretaries whose work hours are adjusted during the summer and other school vacations shall not be eligible for overtime pay during those periods unless their supervisor requests that they work beyond forty (40) hours per week.

In addition to a 30-minute, unpaid lunch, secretaries will be provided a 15 minute paid break prior to lunch when working an 8-hour work day.

- C. Snow Days: All secretaries will report to work on snow days. In the event of extreme weather conditions as determined by the Superintendent or designee, secretarial personnel will be notified by Superintendent or designee that they are not required to report to work. Any employee who finds it impossible to report to work due to the weather conditions, may use a personal leave day, a vacation day or an unpaid day.
- D. Emergency Days: For any work day that the Governor declares a State of Emergency and closes state roads, secretaries will not be required to report to work and/or will be released from work, will suffer no loss of pay and will not be required to use accrued leave time.

## ARTICLE VI

### HOLIDAYS & VACATION DAYS

A. Holidays:

1. All full time personnel shall be granted the following holidays and any other holidays officially designated as mandatory non-work days by the Connecticut Legislature:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day and Day after Thanksgiving
Memorial Day	Christmas
Independence Day (If working)	Floating Holiday*

\*with the approval of the area administrator

2. In the event a holiday occurs during the paid vacation of an employee, that employee shall be entitled to an additional vacation day with pay. When New Year's Day, Thanksgiving Day or Christmas Day are preceded by a work day, the Superintendent may, if he/she deems advisable, grant an early closing for secretarial employees.

3. Secretaries receiving their birthday as a holiday in the '95-'98 contract will continue to receive the day.
- B. Vacation:
1. All full time employees shall be granted a two (2) week vacation with pay on their anniversary date after one year of service. Employees shall be granted a three (3) week vacation with pay on their anniversary date after five years of service. Employees shall be granted a four (4) week vacation with pay on their anniversary date after ten years of service. Employees shall be granted a five (5) week vacation with pay on their anniversary date after twenty years of service, pro rata accumulated vacation pay shall be granted to an employee in the event of termination of service.
  2. Requested dates for vacation leave, shall be granted when school is in session, with due consideration to the wishes of the employee, except that it may be deferred by the immediate supervisor so as not to conflict with emergency or peak loads of the department.
  3. Whenever there shall be a conflict in requested dates, preference shall be given to employees according to seniority within the department.
  4. Any full time secretary shall have the option to sell back up to five (5) days of her unused vacation time at the end of the anniversary year. However, with the approval of the Superintendent, an employee may carry over up to one week's vacation into the next anniversary year.

## ARTICLE VII

### LEAVE PROVISIONS

- A. Sick Leave: All full time secretarial employees shall be entitled to eighteen (18) days sick leave per year, accumulative to one hundred fifty (150) days.
- B. Personal Days: Three (3) personal days shall be granted per year by the Superintendent or building principal. Except in the case of an emergency, employees must request permission from their immediate supervisor to take such leave at least forty-eight (48) hours in advance.
- C. Funeral Days: Five (5) consecutive excused days including the day of the funeral shall be granted in the event of a death in the immediate family (Immediate family shall include: husband, wife, son, daughter, mother, father, sister, brother, any step family members of the preceding, or a person permanently residing in the employee's household). Three (3) consecutive excused days including the day of the funeral shall be granted for the death of a mother-in-law, father-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, and sibling-in-law.
- D. Professional Days: All secretaries may apply on the form for leave and shall be allowed leave for Professional Days without loss of pay or benefits with the Superintendent's approval. If a request for a professional day is denied, a reason for denial shall be provided.
- E. Notwithstanding any contract language to the contrary, newly hired employees may not accumulate or use leave time during the sixty (60) workdays of their probationary employment period.
- F. The Board will set aside annually \$200 per employee for use as requested and approved for membership in a professional organization or attendance at pre-approve workshops.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

- A. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of members of the bargaining unit. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure.
- B. Definition:
  - 1. "Grievance" shall mean a complaint brought by a grievant or the Union based upon an alleged violation or misinterpretation of a specific provision of this contract.
  - 2. "Grievant" shall mean a member of this bargaining unit or a group of members of this bargaining unit similarly affected with respect to the alleged grievance.
- C. Procedure: Since it is important that grievances or disputes be processed as rapidly as possible, all grievances must be brought within twenty (20) days after the grievable matter was known or should have been known. If the grievance is not brought within the required timeframe the grievance shall be considered to have been waived. Failure to appeal a decision on a grievance to the next level within the required timeframe shall be considered acceptance of the last decision rendered, which will be final and binding. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.
  - 1. Level One - Principal or Immediate Supervisor

A member of the unit with a grievance or dispute shall first discuss it with his/her immediate supervisor or principal, either directly or through a Union representative, with the objective of resolving the matter informally. If the issue causing the grievance originated at the Superintendent's level, then the Union may file the grievance directly to the Superintendent at Level Two.
  - 2. Level Two - Superintendent of Schools
    - (a) In the event that such aggrieved member of the unit is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within ten (10) working days after presentation of the grievance, he/she may file a written grievance with the Superintendent within five (5) work days after the decision at Level One or fifteen (15) work days after the grievance was presented.
    - (b) The Superintendent shall represent the administrator at this Level of the grievance procedure, within ten (10) work days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person in an effort to resolve it. The aggrieved person may be accompanied by a representative of the Union.
  - 3. Level Three - Board of Education

In the event that the aggrieved member of the unit is not satisfied with the disposition of his/her grievance at Level Two, then, within three (3) work days after the date a decision was rendered, or in the event no decision has been rendered, within ten (10) work days after he/she first met with the Superintendent, he/she may file a written grievance with the Board of Education indicating such dissatisfaction. Within ten (10) work days after receiving the written grievance, a Committee of the Board shall meet with the aggrieved member of the unit for the purpose of resolving the grievance. However, the ultimate

decision on the grievance at Level Three shall be rendered by a quorum of the Board. The aggrieved person may be accompanied by a representative of the Union.

4. Level Four - Impartial Arbitration

In the event that the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level Three, or in the event no decision has been rendered within ten (10) work days after he/she first met with the Board Committee, the Union may submit the grievance within fifteen (15) work days to the American Arbitration Association (AAA), or, when the claim is less than four thousand dollars (\$4,000.00) to the Connecticut State Board of Mediation and Arbitration for a binding decision in accordance with their rules. The arbitrator shall be empowered to decide only those grievances based upon an alleged violation and/or misinterpretation of the specific terms of this Agreement. The arbitrator shall not have the power or authority to make decisions that are contrary to, inconsistent with, or modify, add, delete, disregard, or alter, in any way, the terms of this Agreement.

**ARTICLE IX**  
**DURATION**

The provisions of this agreement shall be effective as of July 1, 2016 and shall continue and remain in full force and effect to and including June 30, 2019.

**ARTICLE X**  
**SAVINGS CLAUSE**

In the event that any article, section or portion of this Agreement is declared illegal, then such specific article, section or portion specified to be illegal, shall be deleted from this contract. Unless specifically affected by any such deletion, all other articles, sections and portions shall remain effective.

**ARTICLE XI**  
**SEVERANCE PAY**

For employees hired on or before Jun 30, 2013, upon honorable separation from service, all employees who have been employed for ten (10) or more years in the Plainfield School System shall receive payment for their accumulated sick leave which has been earned but not taken, not to exceed fifty days.

**ARTICLE XII**  
**DUES DEDUCTION**

- A. All employees in the bargaining unit as set out in Article I who are members of the Union must pay monthly dues uniformly required of all Union members for the duration of the Agreement.
- B. All employees in the unit as set out in Article II who are not Union members, as a condition of continued employment, shall pay to the Union each month a service charge as a contribution toward the cost of administration of this Agreement. The amount of such service charge shall be equivalent to the proportionate costs of collective bargaining, grievance adjustment and contract administration which is equivalent to the amount uniformly required of Union members.

- C. The Board will deduct from the pay of each employee, from whom it receives an authorization to do so, the Union's annual membership fee. These bi-weekly deductions shall be made in twelve (12) monthly installments and sent directly to CSEA SEIU Local 2001, 760 Capitol Ave., Hartford, Connecticut 06106. The Union agrees to defend, indemnify and hold harmless the Board of Education in connection with litigation arising out of the deduction made pursuant to this paragraph.
- D. The Union agrees to indemnify and to hold the Board harmless against any and all claims, demands, lawsuits, or other forms of liability including reasonable attorneys' fees that shall or may arise out of or by reasons of, action taken by the Board for the purpose of complying with the provisions of this Article.
- E. The Employer shall provide the Union with a list of members and agency fee payers.

## ARTICLE XIII

### UNION RIGHTS

- A. The Union may call meetings on school property before or after the work day or when the school is not in session providing such meetings do not conflict with other scheduled Town or Board activities or programs, and conform to applicable district policies and procedures including but not limited to policies regarding pertaining to safety and security and facilities use.
- B. The Employer shall provide bulletin board space in each building for the purposes of Union business.
- C. As part of scheduled professional development, the Board shall schedule a one (1) hour Union Orientation, without loss of pay. The Employer shall release one representative, without loss of pay, without loss of seniority, to conduct such orientations.

## ARTICLE XIV

### LAYOFF/RECALL

In the event of a layoff, the employee who has the least seniority will be laid off first. Seniority shall be defined as an employee's continuous service within the secretaries' bargaining unit. For employees hired in the secretaries' bargaining unit on or before June 30, 2013, continuous time served with the Board in any of the other bargaining units shall be counted towards retirement and vacation time earned. For employees hired on or after July 1, 2013, eligibility for retirement benefits and vacation time shall be based on an employee's continuous service within the secretaries' bargaining unit, unless the employee was a previous employee for the Board immediately prior to employment as a secretary in another bargaining unit (with no break in service), and was eligible for retirement benefits and vacation time as an employee in the prior bargaining unit. Employees who had previously enjoyed these benefits in the prior Board position shall carry over years of service from the prior position of the purpose of calculating eligibility in the secretaries' bargaining unit. The Board shall send an updated seniority list to the Union by October 1st of each school year.

An employee who is laid off who leaves his/her address with the Superintendent's office shall have recall rights to any newly created or vacant position for which he/she is qualified for a period of one (1) year from the date of layoff. An employee who declines a recall offer relinquishes any further recall rights.

## **ARTICLE XV**

### **PENSION**

Eligible full time employees hired on or before June 30, 2013 shall be eligible to participate in the Town's Pension Plan. Employees hired on or after July 1, 2013 shall be eligible to participate in the Town's Defined Contribution Plan.

## **ARTICLE XVI**

### **FAMILY & MEDICAL LEAVE**

Maternity leave shall be provided in accordance with CGS 46a-60, Section 7. See Appendix B.

## **ARTICLE XVII**

### **PERSONNEL FILE**

In accordance with Board Policy (GBL), adopted 9/14/94, employees are entitled to review the contents of their personnel file. An employee will sign an acknowledgment that he/she has been shown a copy of a derogatory record put in his/her personnel file. Such signature merely indicates that he/she has read the material; it does not indicate agreement or disagreement with the contents.

**ARTICLE XVIII**  
**SIGNATURE BLOCK**

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 30<sup>th</sup> day of June, 2016.

PLAINFIELD BOARD OF EDUCATION

By \_\_\_\_\_

PLAINFIELD SECRETARIES CHAPTER

By \_\_\_\_\_

CSEA SEIU LOCAL 2001

By \_\_\_\_\_

\_\_\_\_\_

**APPENDIX A**  
**SALARY SCHEDULE**

	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
0 — 12 months	<b><u>\$18.50</u></b>	<b><u>\$18.50</u></b>	<b><u>\$19.50</u></b>
After 1 year	<b><u>\$19.50</u></b>	<b><u>\$19.50</u></b>	<b><u>\$20.00</u></b>
After 2 years	<b><u>\$20.50</u></b>	<b><u>\$20.50</u></b>	<b><u>\$21.00</u></b>
After 3 years	<b><u>\$22.00</u></b>	<b><u>\$22.55</u></b>	<b><u>\$23.11</u></b>

Note: Top Step Raise                    1%                    2.5%                    2.5%

All new employees that are hired shall be placed no higher than Step #1

Step movement occurs on the employee's anniversary date.

**APPENDIX B**  
**MATERNITY LEAVE LAW**

CGS Sec. 46A-60 Discriminatory employment practices prohibited.

(a) It shall be a disciplinary practice in violation of this section:

(7) For an employer, by the employer or the employer's agent: (A) To terminate a woman's employment because of her pregnancy; (B) to refuse to grant to that employee a reasonable leave of absence for disability resulting from her pregnancy; (C) to deny to that employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the employer; (D) to fail or refuse to reinstate the employee to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits upon her signifying her intent to return unless, in the case of a private employer, the employer's circumstances have so changed as to make it impossible or unreasonable to do so; (E) to fail or refuse to make a reasonable effort to transfer a pregnant employee to any suitable temporary position which may be available in any case in which an employee gives written notice of her pregnancy to her employer and the employer or pregnant employee reasonably believes that continued employment in the position held by the pregnant employee may cause injury to the employee or fetus; (F) to fail or refuse to inform the pregnant employee that a transfer pursuant to subparagraph (E) of this subdivision may be appealed under the provisions of this chapter; or (G) to fail or refuse to inform employees of the employer, by any reasonable means, that they must give written notice of their pregnancy in order to be eligible for transfer to a temporary position.

**APPENDIX C**  
**INSURANCE PROGRAMS**

(For informational purposes only/Master contracts available at the BOE)

<u>BENEFIT</u>	<u>PPO PLAN</u> in-network & out-of-network benefits
Cost shares	<p>In-network services subject to co-pays. Out-of-network services subject to deductible and coinsurance</p> <p><u>In-network co-pays:</u></p> <p>\$20 co-pay Office Visit</p> <p>\$100 co-pay Emergency Room</p> <p>\$100 co-pay outpatient surgery</p> <p>\$50 co-pay Urgent Care Center</p> <p>\$500 co-pay Hospital Admission</p> <p>Unlimited lifetime maximum</p> <p><u>Out-of-network:</u></p> <p>Deductible — \$200/\$400/\$500</p> <p>Coinurance — 80% to \$4,000/\$8,000/\$10,000</p> <p>Out-of-pocket maximum -</p>

<u>BENEFIT</u>	<u>PPO PLAN</u> in-network & out-of-network benefits
	\$1,000/\$2,000/2,500  \$1,000,000 lifetime maximum out-of network
<u>Preventive Care</u>	
Pediatric	\$0 co-pay in-network Covered according to age-based schedule
Adult	\$0 co-pay in-network Covered according to age-based schedule
Vision	\$0 co-pay in-network Covered once every 2 years
Hearing	\$0 co-pay in-network Covered once every 2 years. Screening part of routine physical exam
Gynecological	\$0 co-pay in-network Covered once per year
<u>Medical Services</u>	
Medical Office Visit	\$20 co-pay in-network
Outpatient PT/OT/Chiropractic/Speech Therapy	\$0 co-pay in-network Covered up to 50 combined treatments per member per calendar year Subject to medical necessity

<u>BENEFIT</u>	<u>PPO PLAN</u> in-network & out-of-network benefits
Allergy Services	\$20 co-pay in-network for office visits and testing. No co-pay for injections Maximum benefit 80 visits in 3 years
Diagnostic Lab & X-ray	Covered
Inpatient Medical Services	Covered
Inpatient Medical Services	Covered
Surgery Fees	Covered
Office Surgery	Covered
Outpatient MH/SA	\$20 co-pay in-network
<u>Emergency Care</u>	
Emergency Room	\$100 co-pay (waived if admitted)
<u>Urgent Care</u>	\$50 co-pay. Urgent care network must be utilized for coverage
Ambulance	Covered
<u>Inpatient Hospital</u>	<u>Note: All Hospital</u>
General/Medical/Surgical/Maternity (Semi-private)	\$500 co-pay-in-network

<u>BENEFIT</u>	<u>PPO PLAN</u> in-network & out-of-network benefits
Ancillary Services (Medication, Supplies)	Covered
Psychiatric	\$500 co-pay in-network
Substance Abuse/Detox	\$500 co-pay in-network
Rehabilitative	\$500 co-pay in-network Covered up to 60 days per calendar year
Skilled Nursing Facility	\$500 co-pay in-network Covered up to 120 days per calendar year
Hospice	\$500 co-pay in-network Covered up to 60 days per calendar year
<u>Outpatient Hospital</u>	
Outpatient Surgery	\$100 co-pay in network
Facility Charges	
Diagnostic Lab & X-ray	Covered
Pre-Admission Testing	Covered
Other Services	
Durable Medical Equipment	Covered
Prosthetics	Covered
Home Health Care	200 visits per calendar year
<u>Prescription Drugs:</u> Managed Three Tier	\$10 Generic/\$20 (listed brand)/\$30 (non-listed brand) mail order 1 times co-pay  Unlimited annual maximum.