

**AGREEMENT**

**between**

**PLAINVILLE BOARD OF EDUCATION**

**and**

**PLAINVILLE BOARD OF EDUCATION  
OFFICE PROFESSIONALS AND CLERKS**

**LOCAL 1303-053 of COUNCIL 4**

**AFSCME, AFL-CIO**

**2015-2019**

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*Carole A. Spurr*  
TOWN CLERK

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## **PREAMBLE**

This Agreement entered into by and between the Board of Education of the Town of Plainville, hereinafter referred to as the "Board" and Local 1303 of Council 4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

## **ARTICLE I** **RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining representative of all full-time, school-time and part-time office professionals and clerks employed by the Board for the purpose of collective bargaining on matters of wages, hours and other conditions of employment excluding seasonal or student employees who work on an irregular or definite, non-permanent basis, and the executive secretary to the Superintendent of Schools, and Communications Assistant. The benefits set forth in Article VI (Insurance) shall not be applicable to employees regularly scheduled to work less than thirty (30) hours per week.

## **ARTICLE II** **BOARD RIGHTS**

### **Section 1**

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Plainville in all its aspects including but not limited to the following: to determine the type of work to be performed by employees; to decide the methods, procedures and means of conducting work; to select, hire and demote employees; to discharge or otherwise discipline any employee; to promote, transfer and layoff employees; to decide the need for facilities; to establish or continue policies, practices and procedures for the conduct of business in the management of operations, and from time to time to change or abolish such policies, practices or procedures, except to the extent that Board action conflicts with the specific term or terms of this Agreement. It is recognized that this provision is not a waiver of the Union's right to negotiate on wages, benefits and working conditions of its members set forth in this Agreement. Therefore, in the event of such conflict the specific term or terms of this Agreement shall govern Board action.

### **Section 2**

As used in this Agreement, the term "Superintendent of Schools" shall mean the Superintendent or his designee.

### **Section 3**

The term "employee shall mean a member of the bargaining unit set forth in Article I above.

**ARTICLE III**  
**HOURS OF WORK AND WAGES**

Section 1

“Full-Time” employees work seven (7) or eight (8) hours per day, twelve (12) months per year. “School-Time” employees work seven (7) hours per day, forty (40) weeks per year. Employees may be requested to work up to an additional eighteen (18) days as required.

Section 2

Employees will be paid overtime in accordance with applicable state and federal law. All overtime must be approved in advance.

Section 3

If an employee is called to work on Saturday, he or she shall be paid at one and one-half (1½) times his or her regular hourly rate. If an employee is called into work on Sunday, he or shall be paid double his or her regular hourly rate. All Saturday and Sunday work must be approved in advance.

Section 4

If an employee is called to work after the completion of a workday at a time not contiguous with regular working hours, he/she will be paid a minimum of one and one-half (1½) hours pay at his/her appropriate hourly rate.

Section 5

New hires with school office professional or clerk experience may be placed on the same step as current employees in the same category with equivalent experience. New hires with other secretarial experience within the last five years may be placed up to one step below the maximum step.

Section 6 – Change in Shifts

The administration may change starting and ending times of employee shifts by one-half (½) hour upon two weeks written notification to the affected employee. Such notification is not required in cases of emergencies. The administration may create new shifts, subject to negotiations with the exclusive bargaining agent over the wage differential, if any, for such new shifts.

Section 7 – Early Dismissal Days

- A. On hazardous weather days, at the discretion of the Superintendent or his or her designee, employees will be allowed to leave before the end of the scheduled work day.
  
- B. On days when classes are cancelled prior to the start of the school day by the Superintendent or his designee, twelve (12) month employees are expected to report to work as soon as reasonably possible, provided the buildings are accessible. Employees shall be notified through the phone tree when the school parking lots are clear and accessible.

Section 8 – Wages

Wages are paid in accordance with Appendix A of this Agreement. Wages shall be paid by electronic direct deposit to a qualified financial institution of the employee’s choice.

A new employee without general office experience will begin work at the minimum starting wage.

In years when the parties agree that step advancement will be awarded, on July 1 of each year of this contract, and on this date only, employees shall advance one step toward maximum. Notwithstanding the aforementioned, and in order to advance one step on July 1 of each year, the employee will have had to work at least one half (½) of his/her schedule in the prior fiscal year, except in cases where the employee is absent due to a workers’ compensation injury.

When an employee is required by the Superintendent or his designee to perform work in higher classification for more than one week, and the employee is qualified to perform such work, the employee shall be paid at the rate in the higher job classification. The Superintendent reserves the right to determine whether an employee is qualified to do the work in the higher classification.

Section 9 – Longevity

Starting 11 <sup>th</sup> – 14 <sup>th</sup> year of service	-	\$200
Starting 15 <sup>th</sup> – 19 <sup>th</sup> year of service	-	\$300
Starting 20 <sup>th</sup> – 24 <sup>th</sup> year of service	-	\$400
Starting 25 <sup>th</sup> – 30 <sup>th</sup> year of service	-	\$500

Longevity pay will be paid in one lump sum during the first week of June each year. This provision shall not apply to employees hired on or after the ratification date of the 2015-2019 contract. For purposes of this provision, “ratification date” shall mean the date the Board formally approves the parties’ tentative agreement for the 2015-2019 agreement.

**ARTICLE IV**  
**VACATIONS**

Section 1

Full-time employees will receive vacations with pay on the following basis:

Less than one year service	one day per month of service (maximum -- ten days)
One year of service	two weeks
Start of sixth year of service	three weeks
Start of eleventh year of service	four weeks
Start of twenty-fifth year of service	five weeks

Section 2

School-time employees will receive pro-rated vacation time as follows:

One year of service	1.32 weeks pay
Start of sixth year of service	1.98 weeks pay
Start of eleventh year of service	2.64 weeks pay

School-time employee vacation allowances are based on 66% relationship to full-time schedules.

School-time employee vacations will be taken as part of the summer shutdown. Allowances will be paid in a lump sum and included in the final pay of such employees for the school year. Pro-rata allowance will be paid terminating employees for vacation due at time of termination.

Section 3

All vacations must be taken within the current year fiscal year. Vacations may not be accumulated, except that in extenuating circumstances an employee may request to carry over five (5) vacation days over the following fiscal year. Such requests are subject to the discretion of the Superintendent. The Superintendent's decisions on such matters shall not be subject to the grievance procedure nor shall they create a past practice or precedent.

Section 4

The employee's anniversary date of hire with the Board of Education shall be used to determine the amount of vacation time due the following fiscal year. For the purposes of this section, anniversary date of hire as a full-time employee shall mean an employee who worked or works a minimum of 900 hours per year. A pro-rata amount of vacation allowance will be paid terminating employees for vacation time due at the time of termination.

Section 5

All employees shall submit vacation schedules that consist of five (5) or more days in a row, inclusive of holidays, to their immediate supervisor a minimum of thirty (30) days in advance of said vacations.

Section 6

Probationary employees shall not be entitled to use vacation days during the term of their probation.

**ARTICLE V**  
**PAID HOLIDAYS**

Section 1

Full-time employees with two months or more of continuous service will receive pay for the following holidays:

- |                        |                                   |
|------------------------|-----------------------------------|
| New Year's Day         | Labor Day                         |
| Martin Luther King Day | Columbus Day                      |
| Presidents' Birthday   | Veteran's Day                     |
| Lincoln's Birthday     | Thanksgiving Day                  |
| Good Friday            | Friday following Thanksgiving Day |
| Memorial Day           | Christmas Day                     |
| Independent Day        | Day after Christmas               |

On the day before Christmas and Thanksgiving, if school is in session, full time employees will be allowed to leave one-half (1/2) hour after the dismissal of students. Central Office employees will be allowed to leave one-half (1/2) hour after the last school dismissal time. On the day before Christmas, if school is not in session, employees shall work 5 and ¼ hours, and may commence their shift as early as 7:00 am.

Section 2

School-time employees with two months or more of continuous service will receive pay for the following holidays:

- |                    |                                   |
|--------------------|-----------------------------------|
| New Year's Day     | Columbus Day                      |
| Lincoln's Birthday | Veteran's Day                     |
| Good Friday        | Thanksgiving Day                  |
| Memorial Day       | Friday following Thanksgiving Day |
| Labor Day          | Christmas Day                     |

On the day before Christmas and Thanksgiving, if school is in session, full time employees will be allowed to leave one-half (1/2) hour after the dismissal of students. Central Office employees will be allowed to leave one-half (1/2) hour after the last school dismissal time. On the day

before Christmas, if school is not in session, employees shall work 5 and ¼ hours, and may commence their shift as early as 7:00 am.

Section 3

The above holidays shall be celebrated on the date declared by the federal or state government, or in lieu thereof, by the Board of Education, and only when school is not in session.

Section 4

Holidays falling on a day when school is in session shall entitle each employee to a floating holiday. All requests for a floating holiday shall be communicated in writing to the Superintendent and/or his/her designee at least two (2) weeks before the day the employee wishes to take the floating holiday. Floating holidays shall only be available in the fiscal year in which they are earned and shall not be carried over to the following fiscal year. Floating holidays shall be paid at straight time.

**ARTICLE VI**  
**INSURANCE**

Section 1

For the 2015-2016 contract year, two health insurance plans shall be available to members of the bargaining unit.

**Option 1:** The insurance coverage provided herein shall be pursuant to the Blue Cross and Blue Shield Century Preferred Plan (the "Preferred Provider Plan"), with the following co-pay features:

**In Network**

\$ 150 hospital  
\$ 75 outpatient surgery  
\$ 50 Emergency Room if  
not admitted  
\$ 25 Home & Office  
Prescriptions:

**Out of Network**

\$200 hospital  
\$200/\$400 deductible  
\$4,000/\$6,000 co-insurance (80/20)  
\$1,000/\$1,600 max. out of pocket

formulary plan, \$ 10 co-pay for generic,  
\$25 co-pay for brand, \$40 co-pay for  
non-formulary (30 day supply).  
Mail-in is 90 day supply for 1 ½ times retail.

For the 2015-2016 contract year, employees shall contribute twelve and one half (12.5%) percent of the premium cost share.

Option 2:

A. High Deductible Health Plan with the following features:

- (1) \$1500/\$3000 single/two-person or family annual deductibles.
- (2) Preventive Care on a no copayment or deductible basis.
- (3) A Board-established Health Savings Account (H.S.A.) to allow employees to fund the deductible on a pretax basis via payroll deduction. The Board shall pay 50% of the applicable deductible for the 2015-2016 school year. 50% of the Board's contribution to the deductible shall be made on July 1 or the first business day thereafter of each school year and the remaining 50% of the Board's contribution to the deductible shall be made on the first business day after January 1 of each school year.
- (4) Premium cost share shall be 10% paid by the member and 90% paid by the Board for the 2015-2016 school year.

Employees working on a permanent, full-time (including school-time) basis shall receive the following fringe benefits:

**Dental** Connecticut Blue Cross Co-Pay Dental Plan with Dental Rider A and Dental Rider for unmarried dependent children. (100% individual, 100% family).

**Prescription** Prescription Drug Rider (with co-pay per prescription as noted above).

**Life** Fully paid \$40,000 for the individual.

Effective July 1, 2016, the HDHP/HSA plan shall become the sole insurance plan for eligible employees. The Board shall provide insurance coverage and pay the premium in accordance with the following terms and conditions.

A. High-Deductible Health Savings Account Plan as described below and summarized in Appendix C of this agreement. The master insurance contract shall be on file in the Business Office.

The High Deductible Health Plan has the following features:

- (1) \$2,000/\$4,000 single/two-person or family annual deductibles.
- (2) Preventive Care on a no copayment or deductible basis.
- (3) A Board-established Health Savings Account (H.S.A.) to allow employees to fund the deductible on a pretax basis via payroll deduction.

For employees hired prior to June 30, 2016 who will be converting from the Preferred Provider Plan to the HDHP/HSA Plan on July 1, 2016, the Board shall pay seventy (70) percent of the applicable deductible for the 2016-2017 school year, sixty (60) percent for the 2017-2018 school year, and fifty (50) percent of the applicable deductible for the 2018-2019 school year. For employees hired prior to June 30, 2016 and who are already on the HDHP/HSA plan as of June 30, 2016, the Board shall pay fifty (50) percent of the applicable deductible in each contract year. For employees in their first year of employment as of July 1, 2016, the Board shall pay fifty (50) percent of the applicable deductible in each contract year.

The Board's contribution to the deductible shall be made on July 1 or the first payday thereafter of each school year. Employees in their first year of employment shall receive their contribution to the deductible in two installments. 50% of the Board's contribution shall be made on July 1 or the first business day thereafter of each school year and the remaining 50% of the Board's contribution to the deductible shall be made on the first business day after January 1 of each school year. Employees hired after the start of the contract year shall receive a prorated amount of the Board's contribution to the deductible as set forth above.

(4) Premium cost share for all employees shall be: 11% paid by the employee and 89% paid by the Board for the 2016-2017 school year, 12.5% paid by the employee and 87.5% paid by the Board for the 2017-2018 school year, and 14% paid by the employee and 86% by the Board for the 2018-2019 school year.

## Section 2

Upon retirement as defined in Article IX, individual will be granted continuation of the Plainville Board of Education's health insurance plan at the group rate to the age of sixty-five at the retiree's expense and subject to the terms and conditions of the carrier or administrator of the plan. It is understood that the plan may change from time-to-time pursuant to the collective bargaining process.

## Section 3 – Change of Insurance Carrier

In the event the Board finds that it can provide equivalent benefit and service through an alternative carrier of its choice, it shall seek mutual agreement of the Union for such change. The Union shall have thirty (30) days to examine the Board's proposal. If the parties are unable to agree to the alternative carrier, the matter shall be submitted to the SBMA for resolution. The decision of the arbitration panel shall be binding upon the parties. The cost of arbitration shall be shared equally between the parties.

Section 4: If at any time during the term of this Agreement should alternate insurance, or the same insurance, become available through the State of Connecticut, the federal government, or a similar pooling concept which would provide benefits to the Board and to the employee, then the Board shall, upon request of the Union, meet and confer concerning possible inclusion into such plan or plans for the bargaining unit.

Section 5. If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

**ARTICLE VII**  
**SICK AND PERSONAL LEAVE**

Section 1

The following rules establish the maximum allowable time off on account of “Personal” and “Sick Leave” reasons:

<u>Reason</u>	<u>Maximum Allowance in Any 12-Month Period</u>
Personal Illness (Full-Time)	15 days
Personal Illness (School-Time)	10 days
Personal Reasons (Full-Time)	4 days
Personal Reasons (School-Time)	3 days

“Sick Leave” is cumulative to 150 days but severance will be limited to 125 days of unused accumulated sick leave. “Personal Leave” applied to the current year.

Part-time employees will receive no vacation, sick or personal leave, or holiday pay.

Section 2

Each employee who has 150 days of sick leave accumulation at the end of each fiscal year and does not use at least ten (10) of the fifteen (15) days (full-time), six (6) of the ten (10) days (school-time) to which they are entitled to that year shall, upon request by the employee to the Board of Education receive pay for five (5) and three (3) days respectively. Payment shall be made at the end of the fiscal year.

Section 3

The provisions of the Family and Medical Leave Act shall apply to members of this bargaining unit and any types of leaves controlled by this Agreement that are covered by this Act shall run concurrently with any leave entitlement under the Family and Medical Leave Act.

Section 4

In accordance with Conn. Gen. Stat. §31-57t, as amended, bargaining unit members shall be allowed to utilize up to forty (40) hours of accrued sick leave per year for purposes specified in section 31-57t, such as: for a service worker's child's or spouse's illness, injury or health condition; the medical diagnosis, care or treatment of a service worker's child's or spouse's mental or physical illness, injury or health condition; or preventative medical care for a child or spouse of a service worker; and, where a service worker is a victim of family violence or sexual assault for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to such family violence or sexual assault; or to participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

**ARTICLE VIII**  
**BEREAVEMENT LEAVE**

In the event of a death in the immediate family of an employee, or the immediate family of his/her spouse, such employee will be paid time lost from scheduled work at his/her average straight-time hourly rate to prepare for and to attend the funeral. Such time is not to exceed three (3) consecutive days and not to exceed eight (8) hours per day. The three (3) days should be taken within one (1) week from the date of death. Immediate family, for purposes of this Section, is defined as spouse, parent, child (natural, step or adopted), grandparent, grandchild (natural, step or adopted), sister, brother, in-laws (son, daughter, brother, sister, parent, grandparent) and any relation domiciled in the employee's household.

**ARTICLE IX**  
**SEVERANCE PAY**

A full-time or school-time employee in the school office, upon retirement, shall receive, on the basis of his/her current wages, full compensation for his/her unused accumulated sick leave as severance pay. In the event of an employee's death, his/her estate shall receive, on the basis of the employee's current wages, full compensation for his/her unused accumulated sick leave. This provision shall not apply to employees hired on or after the ratification date of the 2015-2019 contract. For purposes of this provision, "ratification date" shall mean the date the Board formally approves the parties' tentative agreement for the 2015-2019 successor agreement.

For the purpose of this Article, the term retirement shall be tied into a *bona fide* retirement under the Town Pension Plan and/or the Social Security Act.

For employees who do not participate in the Town Retirement Plan nor who are looking toward retirement under the Social Security Plan, retirement means at least the minimum under the Town Retirement Plan (age 55 and 5 years of service).

**ARTICLE X**  
**LAYOFF AND RECALL**

Section 1

The length of continuous service with the Board shall determine the seniority of the employee. Seniority shall be broken by the following: discharge, retirement, resignation, and layoff in excess of recall.

Section 2

New employees shall have no seniority rights under this Agreement until sixty (60) work days from the date of hire but shall be subject to all other provisions of this Agreement, except Articles XV and XVI in case of suspension or discharge. All employees who have completed their probationary period shall be permanent employees and shall acquire length of service records as of the date of hire.

Section 3

When in the judgment of the Board of Education, it becomes necessary to eliminate positions in the bargaining unit; layoff shall be in order of seniority, from least senior to most senior, within the following classifications:

Class I	Payroll	BOE/Town
	Accounts Payable	All Schools
	Human Resources	All Schools
	Activities & Athletics	All Schools
Class II	Office Professional	High School Principal
	Office Professional	Middle School & Elementary School Principals
Class III	Office Professional	Director of Pupil & Special Ed
	Office Professional	Director of Administration & Personnel
	Office Professional	Facilities/All Schools
	Office Professional	Dir. Of Instruction and Curriculum
Class IV	Office Professional	Assistant Principals High and Middle School
	Office Professional	Office of Special Ed.
	Office Professional	Guidance @ MSP & HS
	Office Professional	Adult Education
Class IV-S	School Time Office Prof	All Schools

An employee scheduled for layoff may bump the least senior employee within his/her classification subject to the condition that the bumping employee can perform duties of the employee being bumped. An employee in Class II may bump the least senior person in Class III through Class IV-S; an employee in Class III may bump the least senior employee in Class IV through Class IV-S; an employee in Class IV may bump the least senior employee in Class IV-S. An employee in Class I may bump an employee in Class II through Class IV-S provided the employee is qualified to perform the work. Another employee may not bump an employee in Class I. A full-time employee may bump a part-time and/or school time employee, who for the purpose of this Article is defined as an employee who works less than 25 hours per week. A part-time employee may not bump a full-time and/or school time employee, but may bump other part-time employees in accordance with the rules of this Section.

#### Section 4

The laid off individual's name shall be placed on a recall list for a period of two years subject to recall in order of seniority, from most senior to least senior, within the classification from which he/she was laid off, if a position should become vacant, be reinstated, or be added. The choice of an employee to be rehired shall be based on the foregoing, provided the employee can, in the judgment of the Superintendent of Schools, satisfactorily perform the work available. No person shall be newly employed in a classification that includes an individual on the recall list until all persons on the recall list in that classification have been notified by certified mail to the individual's last known address and such individuals either are offered employment or decline such re-employment offer. It shall be the laid off individual's responsibility to notify the Superintendent of Schools of his/her current address. An individual who declines an offer of re-employment in the same classification as previously employed shall forfeit recall rights. Failure to respond in writing within five (5) working days after the receipt of an offer of re-employment shall be deemed to be refusal to accept such offer. Individuals must return to work within fifteen (15) days from the receipt of the offer of re-employment.

### **ARTICLE XI** **VACANCIES**

#### Section 1

All position vacancies within the bargaining unit, including such vacancies which would constitute a promotional appointment within the bargaining unit, shall be posted on Union bulletin boards for a period of five (5) working days prior to any action to permanently fill such vacancy. No posting shall be required in a situation where an incumbent employee is placed in a position in order to avoid employment termination or displacement of another employee.

#### Section 2

For purpose of this Article, "vacancy" shall mean positions which are opened as a result of death, retirement, discharge, resignation, promotion or the creation of a new position. Promotional

appointments within the bargaining unit shall generate no more than two (2) vacancies subject to Section 1 above, but shall not prevent the Superintendent of Schools from continuing to post vacancies.

### Section 3

Vacancies shall be filled on the basis of qualifications, skills and experience. Where these factors are substantially equal between or among candidates, as determined by the Superintendent, the candidate with the greater seniority shall be appointed. The Superintendent reserves the right to reject all candidates and re-post positions or re-advertise positions.

### Section 4

Copies of the job posting and a list of bargaining unit members applying for the job shall be sent to the Union President not later than five (5) working days after the posting period. The name of the person appointed shall be sent to the Union President when an appointment is made.

### Section 5

The posting and selection provisions noted above shall not apply to vacancies which are initially temporary in nature, for example, those caused by leaves of absence such as sick leave, vacation, medical leave, and childbearing or child rearing leave, but shall be subject to posting and selection provisions once deemed a permanent position.

### Section 6

An employee who is awarded a position in accordance with this Article shall be compensated at the equivalent step in the classification of the posted vacancy.

## **ARTICLE XII** **CHILDREARING LEAVE**

Members of the bargaining unit may request childrearing leave, from the Board of Education subject to the following conditions:

- A. Such leave may be requested any month, but such request shall be submitted in writing at least thirty (30) days prior to the expected commencement date of leave.
- B. No experience credit on the wage schedule shall be granted for the period of leave.
- C. Such leave shall be without compensation.
- D. Such leave may extend for the remainder of the work year and the ensuing work year. The actual return date of the bargaining unit member shall be mutually agreed upon in advance, taking into consideration the best educational interest of the school system.

E. Whenever a leave encompasses a full year or more, the bargaining unit member shall notify the Superintendent ninety (90) days before the agreed upon return date, in writing, or his/her intent to return.

The employee shall, prior to the commencement of the leave, agree in writing that failure to notify the Superintendent as noted above or failure to comply with the agreed upon date of return will be considered a resignation effective upon the happening of either event.

F. Further, it is understood that employees on leave of absence are subject to the provisions of Article X of this Agreement concerning layoff and recall.

G. Upon return from leave, the employee shall be assigned by the Superintendent to his/her former position or an equivalent position.

H. This Article shall not impair an employee's right to childbearing leave as provided by law. Section 46a-60 of the General Statutes is attached for informational purposes only.

### **ARTICLE XIII** **WORKERS' COMPENSATION DIFFERENTIAL**

Whenever a bargaining unit member is absent from work as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be permitted to substitute accrued paid sick leave to make up the difference between his/her worker's compensation benefit and his/her full net salary. Any sick leave so utilized will be deducted from the employee's accrued paid sick leave.

### **ARTICLE XIV** **JURY DUTY**

#### **Section 1**

Any employee required to report for jury duty shall receive the necessary leave to fulfill this legal obligation and shall receive a rate of pay equal to the difference between his/her salary and the jury fee.

#### **Section 2**

The employee shall notify the Superintendent within five (5) days of receipt of jury notice so that an appeal to be excused from jury duty can be made. Failure to so notify shall result in a forfeiture of compensation noted above.

**ARTICLE XV**  
**JUST CAUSE**

Section 1

All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied.

Section 2

Disciplinary action shall include:

- A. a verbal warning;
- B. a written warning;
- C. suspension without pay; and
- D. discharge

and shall follow in this order except in cases of serious misconduct in which case immediate application of C or D is permissible.

Section 3

No employee shall be suspended or discharged except for just cause. The reason for such action must be stated in writing and a copy given to the employee at the time of suspension or discharge.

Section 4

The service record of any employee disciplined under the provisions of this Article, without any further infraction, shall be cleared after thirty-six (36) months, upon petition to the Superintendent of Schools, subject to applicable law regarding public records.

Section 5

Probationary (new hires) employees who are disciplined shall have no access to the grievance procedure.

**ARTICLE XVI**  
**GRIEVANCE PROCEDURE**

Section 1 – Purpose

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to problems which may arise under the specific provisions of this Agreement.

B. Nothing contained herein shall be construed as eliminating the right of any member of the unit to discuss informally a concern or problem with any appropriate member of the school administration.

### Section 2 – Definitions

A. A “grievance” shall be defined as a complaint by an employee or group of employees that there has been a violation, misinterpretation, or misapplication of a specific provision or provisions of this Agreement.

B. A “grievant” shall mean any employee or group of employees directly affected by an alleged violation, misinterpretation, or misapplication of a specific provision or provisions of this Agreement.

C. The term “days” shall be defined as calendar days.

### Section 3 – Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated in each level shall be considered the maximum and every effort shall be made to expedite the process. The time limit specified may, however, be extended by mutual agreement between the Superintendent of Schools and the grievant provided such agreement is in writing and is signed.

#### A. Level One – Informal Procedure

Prior to filing a grievance, the grievant may discuss the matter with his/her immediate administrator in an attempt to resolve informally the situation.

#### B. Level Two – Immediate Administrator

Within twenty (20) days after the employee knew or should have known of the alleged grievance, the Union official shall file a written complaint with the immediate administrator, setting forth the facts of the complaint, identifying the specific contract language which the grievant alleges to have been violated, misinterpreted, or misapplied and stating the remedy requested. Within five (5) days after receiving the written grievance the administrator shall meet with the grievant and Union Steward and attempt to resolve the grievance. Within five (5) days after such meeting, the administrator shall render his decision in writing to the Steward and the grievant. If for any reason the administrator does not render his decision within five (5) days after the meeting, or if the decision is rendered and the Union wishes to appeal, the Union may appeal to Level 3.

#### C. Level Three – Superintendent of Schools

An appeal to the Superintendent of Schools must be made in writing within five (5) days after the immediate administrator renders his decision or, within five (5) days after the five day

period set forth in Level Two for rendering a decision has expired. The written appeal must contain all the information specified in the complaint submitted to the immediate administrator. Within five (5) days after receiving the written grievance by the Superintendent, the Superintendent shall meet with the grievant and Union Official and Council 4 Representative in an effort to resolve the grievance. Within five (5) days of such meeting, the Superintendent shall render his decision in writing to the Union steward and to the Council 4 Representative. If, for any reason, the Superintendent does not render his decision within five (5) days after the meeting, or if a decision is rendered and the Union wishes to appeal, the grievant may appeal to Level 4.

D. Level Four – Board of Education

An appeal to the Board of Education must be made in writing within five (5) days after the Superintendent renders his decision, or within five (5) days after the five (5) day period set forth in Level 3 for rendering a decision has expired. The written appeal must repeat all information specified in the complaint submitted to the Superintendent. The Board of Education or a committee of the Board will hear the grievance, within twenty (20) days after the submission of the grievance and shall issue a decision in writing to the Union Official and the Council 4 Representative within ten (10) days from the date of the hearing.

E. Level Five – Arbitration

If the union is not satisfied with the disposition of its grievance at Level 4, it may submit a claim for arbitration with the Connecticut State Board of Mediation and Arbitration within ten days after receiving the Board's or its committee's response to the grievance or within ten days after the ten-day period set forth in Level Four for rendering a decision has expired. Notwithstanding the above, the Board may choose to submit the grievance to the American Arbitration Association by filing a demand for arbitration within ten days of receipt of the union's notice of intent to submit the grievance to arbitration. In such a case, the Board shall pay the entire cost of the filing fee as well as the entire cost of the fees and expenses of the arbitrator. The American Arbitration Association shall act as the administrator for these proceedings. In order for the Board to be able to exercise this option, the union shall notify the Board of its intent to file for arbitration within ten days after receiving the Board's or its committee's responses to the grievance or within ten days after the ten-day period set forth in Level 4 for rendering a decision has expired. All grievance submissions shall state the facts of the case, the provisions allegedly violated, and the remedy requested and shall simultaneously be filed with the Superintendent of Schools. Only the Union and not any individual employee may proceed to arbitration. In any arbitration proceeding, the arbitrator shall hear and decide only one grievance. The arbitrator shall be bound by the specific provisions of this Agreement and shall have no power to add to, subtract from, or in any way modify the terms and provisions of this Agreement. The decision of the arbitrator shall be binding on all parties and shall be the exclusive remedy for breach of this Agreement, except the parties do not waive their legal right to appeal the arbitrator's award pertaining to such grievance as permitted by law.

#### Section 4 – Miscellaneous

- A. The Union and The Board shall have the right, at its own expense, to choose a representative whenever representation is desired.
- B. Forms for filing grievances shall contain all the required information.
- C. Cost of arbitration shall be borne equally by both parties except as noted above.
- D. No more than two (2) employees, officers or stewards of the Union, shall be permitted time off with pay to attend contract negotiation sessions and grievance meetings and hearings scheduled by the employer during the employee's work day.

#### Section 5

The Superintendent and the Union Committee shall meet, at the request of either party, at a time mutually convenient for the purpose of discussing matters of mutual interest, preference of work, employee behavior, and working conditions, including health and safety issues, with the intent to avoid the necessity of individual recourse to the formal grievance procedure or recourse to disciplinary actions by the Superintendent and to generally promote a satisfactory relationship.

### **ARTICLE XVII** **UNION SECURITY**

#### Section 1

The Board agrees to deduct from the pay of its employees who sign appropriate wage deduction authorizations, such membership dues or service fees as certified by the Union Financial Officer at least one month prior to the deduction or any change in the amount to be deducted.

#### Section 2

The deduction for any month shall be made during the first payroll period week of said month and shall be remitted, with a list of names of employees from whose wages deductions have been made, to the Union no later than the last day of the month.

#### Section 3

As a condition of continued employment, all present employees shall either remain members of the Union or pay a service fee to the Union as set by the Union in accordance with applicable law. As a condition of continued employment, all new employees shall at the end of the first thirty (30) calendar days of employment, either become members of the Union or pay a service fee to the Union as set by the Union in accordance with applicable law.

#### Section 4

The Union agrees to indemnify and hold and to save the Board harmless from any and all claims, damages, suits or other forms of liability including reasonable attorney's fees that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.

#### Section 5

At least one (1) bulletin Board shall be placed in an accessible place in each school for the exclusive use of the Union for the posting of the official Union notices or announcements.

#### Section 6

The Board will provide each employee with a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire. The Union shall share the cost of providing necessary copies.

### **ARTICLE XVIII** **RETENTION OF BENEFITS**

When an employee of the Board of Education is transferred to the bargaining unit, that employee shall retain all accumulated benefits up to the maximum contained in this Agreement in the following areas: holidays, sick and personal leave, bereavement leave, severance pay, layoff and recall. Employees transferred to the bargaining unit after July 1, 1996 shall not carry their seniority for purposes of layoff and recall.

### **ARTICLE XIX** **SAVINGS CLAUSE**

If any provision or portion of this Agreement is ruled invalid for any reason by an authority of established and competent legal jurisdiction or if any provision or portion is invalid based on sound legal precedent, the balance and remainder of this Agreement shall remain in full force and effect.

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

### **ARTICLE XX** **DURATION**

#### Section 1

The terms of this Agreement shall be in effect retroactive to July 1, 2015 to June 30, 2019,. Wages are paid in accordance with Appendix A and shall be paid retroactive to the effective date of this Agreement in a lump sum payment to each employee or former employee.

**ARTICLE XXI**  
**SIGNATURES**

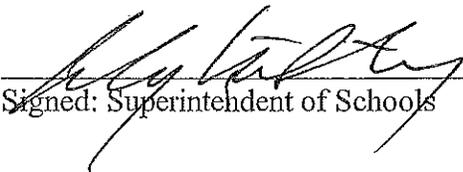
IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed by their duly authorized representatives this 21 day of September, 2015.

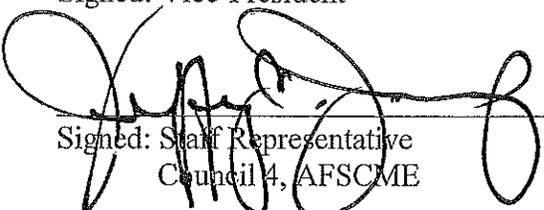
PLAINVILLE BOARD OF EDUCATION

LOCAL 1303-053 OF COUNCIL 4  
AFSCME, AFL-CIO

  
Signed: Chairman

  
Signed: President

  
Signed: Superintendent of Schools

Signed: Vice-President  
  
Signed: Staff Representative  
Council 4, AFSCME

## APPENDIX A

2015-16 (3% GWI)					
	Class				
Step	I	II	III	IV	IV-S
1	\$24.53	\$23.82	\$23.77	\$22.53	\$22.53
2	\$25.30	\$24.56	\$24.63	\$23.23	\$23.23
3	\$26.06	\$25.30	\$25.19	\$23.96	\$23.96
4	\$26.84	\$26.06	\$26.03	\$24.71	\$24.71
5	\$27.75	\$26.94	\$26.81	\$25.44	\$25.44

2016-17 (2.5% GWI)					
	Class				
Step	I	II	III	IV	IV-S
1	\$25.15	\$24.42	\$24.37	\$23.09	\$23.09
2	\$25.93	\$25.17	\$25.24	\$23.81	\$23.81
3	\$26.71	\$25.93	\$25.82	\$24.56	\$24.56
4	\$27.51	\$26.71	\$26.68	\$25.33	\$25.33
5	\$28.44	\$27.61	\$27.48	\$26.08	\$26.08

2017-18 (3.0% GWI)					
	Class				
Step	I	II	III	IV	IV-S
1	\$25.90	\$25.15	\$25.10	\$23.78	\$23.78
2	\$26.71	\$25.93	\$26.00	\$24.52	\$24.52
3	\$27.51	\$26.71	\$26.60	\$25.29	\$25.29
4	\$28.34	\$27.51	\$27.48	\$26.09	\$26.09
5	\$29.30	\$28.44	\$28.31	\$26.86	\$26.86

2018-19 (2.5% GWI)					
	Class				
Step	I	II	III	IV	IV-S
1	\$26.55	\$25.78	\$25.73	\$24.38	\$24.38
2	\$27.37	\$26.58	\$26.65	\$25.13	\$25.13
3	\$28.20	\$27.38	\$27.26	\$25.93	\$25.93
4	\$29.05	\$28.20	\$28.17	\$26.74	\$26.74
5	\$30.03	\$29.15	\$29.01	\$27.53	\$27.53

Each employee not yet at maximum shall advance one step each year.

Those members receiving a category change in the 2015-16 contract year, shall not receive a general wage increase or a step advancement in the 2015-16 contract year.