

# **COLLECTIVE BARGAINING AGREEMENT**

***By and Between***

**Rocky Hill Board of Education**

***and the***



**UNITED PUBLIC SERVICE EMPLOYEES UNION  
Local 424 - Unit 87  
Rocky Hill BOE Secretaries**

**July 1, 2017 through June 30, 2021**

## TABLE OF CONTENTS

### PAGE

Article I - Recognition and Definitions .....	1
Article II - Union Security .....	1
Article III - Salaries .....	2
Article IV - Insurance .....	2
Article V - Layoff and Recall .....	4
Article VI - Vacancies .....	5
Article VII - Holidays and Vacations .....	6
Article VIII - Leave Provisions.....	8
Article IX - Snow Days/Late Openings .....	9
Article X - Grievance Procedure.....	10
Article XI — Just Cause .....	12
Article XII - Management Rights .....	13
Article XIII - Miscellaneous .....	13
Article XIV - Preservation of Rights .....	13
Article XV - Savings Clause.....	13
Article XVI - Part Time Benefits.....	13
Article XVII - Pension.....	14
Article XVIII - Non-Discrimination .....	14
Article XIX - Duration.....	14
Appendix A -.Salary Schedule.....	15
Appendix B - Longevity Payments.....	16
Appendix C - Insurance Benefits.....	17
Appendix D - Pension Memorandum of Agreements.....	20

This agreement is made and entered into on this \_\_\_ day of July, 2017, by and between the ROCKY HILL BOARD OF EDUCATION (the "Board") and the UNITED PUBLIC SERVICE EMPLOYEES UNION, ROCKY HILL BOE SECRETARIES, Local 424 - Unit 87 ("UPSEU" or the "Union").

**ARTICLE I**  
**RECOGNITION AND DEFINITIONS**

- A. The Board recognizes the Union as the exclusive bargaining representative for all non-temporary, non-seasonal, full-time secretarial, bookkeeper, and clerical employees of the Board, excluding the Executive Assistant to the Superintendent of Schools, the Executive Assistant to the Assistant Superintendent for Curriculum and Instruction and the Executive Assistant to the Assistant Superintendent of Finance and Operations.
- B. For the purpose of this Agreement, the term "employee" or "employees" shall be defined as those employees who are members of the bargaining unit recognized in Section A of this Article.
- C. The term "Board of Education" or "Board", as used in this Agreement, shall mean the Board or its designee. The term "Superintendent of Schools" or "Superintendent", as used herein, shall mean the Superintendent or his or her designee.

**ARTICLE II**  
**UNION SECURITY**

- A. Each employee who is not a member of the Union on or after the effective date of this Agreement shall be required to become a member in good standing or shall be assessed a "Union Service Fee" within thirty (30) days of the execution of this Agreement. Each new employee shall become a member of the Union in good standing after thirty (30) days of employment or shall be assessed a "Union Service Fee".
- B. The Board agrees to make dues deductions from the pay of members of the Union and service fees deductions from non-union employees upon the receipt of a written authorization from the employee. Such deduction shall continue for the duration of this Agreement or any extension thereof.
- C. Said deduction shall be made during a regular payroll week of each month and shall be remitted to UPSEU, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779, together with a list of the names of employees from whose wages such deductions have been made not later than ten days following the end of each month.
- D. The Union agrees to indemnify and to hold and save the Board harmless against 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.
- E. The Board will provide each employee with access to an electronic copy of this Agreement within thirty (30) days after the date of the signing of this Agreement. New

employees will be provided with access to an electronic copy of this Agreement at the time of hire. Three (3) signed agreements will be sent to the UPSEU office, 130 Research Parkway, Suite 201, Meriden, CT 06450, by the Board within thirty (30) days after the signing of this Agreement.

### **ARTICLE III SALARIES**

- A. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part of this Agreement.
- B. Compensation - All employees shall receive one and one-half times (1-1/2x) their hourly rate for all hours worked beyond forty (40) hours in any one week.
- C. Any work performed on Saturdays, Sundays or holidays shall be compensated at two times (2x) the employee's hourly rate.
- D. The provisions pertaining to longevity payments are set forth in Appendix B attached hereto and made a part hereof. Employees hired after June 30, 2015, are not eligible for this benefit.
- E. All paychecks and longevity payments shall be distributed via direct deposit. Direct deposit receipts will be emailed to employees.
- F. Full-time employees are scheduled to work eight (8) hours a day, five (5) days per week, twelve months of the fiscal year. The eight (8) hour work day is inclusive of a one hour paid lunch.

### **ARTICLE IV INSURANCE**

- A. The Board shall provide each employee and his/her dependents the High Deductible/Health Savings Account (HDHP/HSA) plan as set forth in Appendix C, subject to the payroll deductions set forth below. In addition, the Board shall provide employees and his/her dependents the following:
  - 1. Dental Plan, Class, I, II and III. In classes II and III, there is an annual deductible of \$50.00 per individual and \$150.00 per family.
  - 2. To be eligible to participate in the insurance benefits set forth in this section, each employee shall annually contribute the following amounts for such benefits, which shall include the cost of prescription riders. An employee may withdraw from full coverage at his or her option. Reinstatement of discontinued benefits is subject to the terms of the Board's insurance plan.

<u>Coverage</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
HDHP	13%	13.5%	14%	14.5%
Dental	14%	14.5%	15%	15.5%

- B. The Board shall offer a Health Savings Account (HSA) plan with the components as set out in Appendix C. The High Deductible/Health Savings Account (HDHP/HSA) individual deductible is two thousand dollars (\$2000) and a two-person or family deductible is four thousand dollars (\$4000), with an In-Network out of pocket maximum of \$2000/4000, and an Out of Network maximum of \$4000/8000. Effective July 1, 2020, once the deductible is met, prescription drugs will be subject to co-pays as follows: Generic \$0; Preferred \$15; Non-preferred \$30. Two times (2x) mail order co-pay. The Board will fund fifty percent (50%) of the applicable HSA deductible amount for full-time employees. Half of the Board's contribution toward the HDHP deductible will be deposited into the HSA accounts on the first payroll date in July and the second half of the Board's contribution will be deposited on the first payroll in January. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HSA plan is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for actively employed secretaries. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon separation from employment.

The Board shall offer a High Deductible Plan with a Health Reimbursement Account (HRA) option for employees who are eligible for health insurance benefits and are eligible to participate in a HRA. The plan will have the same benefits and deductible as the HDHP/HSA. However, it will feature a HRA that will reimburse eligible claims that are applicable to the medical plan deductible up to the same total dollar amount as would have been contributed to a participant in the HSA at the same enrollment coverage. HRA participants can roll over funds remaining on the HRA account up to the deductible or amount permitted by IRS regulations.

- C. The Board shall provide each employee with the following insurance:
1. \$25,000 group life insurance
  2. \$5,000 accidental death and dismemberment insurance
  3. Long term disability insurance
- D. The Board shall have the right to change any current insurance carrier/administrator/plan or self-insure for any of the insurance benefits described in this article, provided:
1. Such change shall be presented to the Union for its review;
  2. Such change shall provide coverage, networks and service, when considered as a whole, is substantially comparable to that which is in place at the time of the contemplated change;
  3. If the Union rejects the proposed change by the Board, the Union may, within ten (10) calendar days after the Board has presented the proposal to the Union, submit the question of whether "coverage, network and service, when considered as a whole, is substantially comparable to current benefits" to the American Arbitration Association. The arbitrator in the aforementioned dispute shall have

experience in insurance matters. The decision of the arbitrator shall be final and binding. Cost of arbitration shall be shared equally with the Board and the Union. If the Union does not choose to arbitrate its objections to any proposed Board change within ten (10) days, the Board shall be free to act.

## **ARTICLE V**

### **LAYOFF AND RECALL**

- A. Seniority shall be determined by a reference to the length of continuous employment within the bargaining unit.
- B. On October 1 of each year, a complete list of all personnel in the bargaining unit shall be provided to the Union President. The list shall be by seniority from most senior to least senior.
- C. When in the judgment of the Board of Education, it becomes necessary to eliminate positions in the bargaining unit, the Board will determine the specific positions to be eliminated and the number of personnel to be laid off and the Assistant Superintendent of Finance and Operations shall notify the Unit President and each individual so involved in writing. An employee scheduled for layoff shall be given no less than two (2) weeks notice or the equivalent in wages.
- D. Layoff shall be based on reverse order of seniority within the following two classification schedules:
  - 1. Secretary I, Secretary II, Secretary III, Secretary IV
  - 2. Bookkeeper I, Bookkeeper II Payroll, Bookkeeper II
- E. An employee holding a position scheduled for elimination or bumping due to layoff may bump the least senior employee within his/her classification or the least senior employee in a lower classification within the same classification schedule subject to the condition that the bumping employee can perform the duties of the employee being bumped as determined by the Superintendent or the Superintendent's designee. As listed above under D, each job title represents a separate classification for the purpose of the article. The classifications within each schedule are listed in order, from highest to lowest classification. Notwithstanding the above, a Bookkeeper II may bump the least senior Secretary IV, provided the bumping employee can perform the duties of the position of the employee being bumped as determined by the Superintendent or his/her designee.
- F. The laid off individual's name shall be placed on a recall list for a period of one (1) year subject to recall in the order of seniority (from highest to lowest) and shall have the right to be recalled to the classification from which he/she was laid off, if the position should become vacant or be reinstated, or to a position in a lower classification. The choice of employees to be rehired shall be based upon seniority, provided the employee can, in the judgment of the Director of Finance and Operation, satisfactorily perform the work available. Subject to the provisions set forth in this section, a Bookkeeper II may be recalled to a vacant Secretary IV position.

- G. 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 sent 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 Assistant Superintendent of Finance and Operations of his/her current address. An individual who declines an offer of re-employment shall forfeit recall rights.

Failure to respond in writing to a notice of an opening within ten (10) working days after the mailing thereof shall be deemed to be refusal to accept re-employment. Returning individuals must return to work within twenty-one (21) calendar days from the date of the mailing of the notification, or when the position becomes available, whichever occurs last. A failure to return to work within this twenty-one (21) day period shall be deemed a refusal to accept employment.

## ARTICLE VI

### VACANCIES

- A. Vacancy shall be defined as a position which is declared open as a direct result of death, discharge, resignation, retirement, termination, or the creation of a new position or which is open after a transfer or series of transfers.
- B. Notice of vacancies within the bargaining unit shall be posted in each building with a copy sent to the Union President. During the summer months when school is not in session, notification shall be placed on a bulletin board in each building. Personnel in the bargaining unit who apply for vacancies under this article shall file their intention in writing with the administrator specified and within the time limit provided.
- C. Selection among all applicants for a position shall be based on required qualifications and satisfactory past performance, training, references, experience and other relevant criteria, as determined by the Superintendent or his designee, as well as an interview with the prospective supervisor or other Board employees. All internal applicants for a position shall receive an interview. Should two (2) or more applicants possess substantially equal qualifications, training, references, and experience, in the judgment of the Superintendent or his/her designee, the most senior internal applicant will be awarded the position.
- D. An employee permanently filling a position in a higher pay classification as a result of a transfer or vacancy shall receive a salary as set forth in Appendix A at a rate that is higher than the employee pay rate for his/her previous position.

**ARTICLE VII**  
**HOLIDAYS AND VACATIONS**

**A. Holidays**

1. All employees shall be paid for the following holidays when these days fall within the scheduled work week:

New Year's Day	Columbus Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Christmas Day
Memorial Day	Next regularly scheduled work day after Christmas
Independence Day	Labor Day

Employees shall have two (2) floater days to be taken with approval of the supervisor.

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

2. The granting of holiday pay is subject to the employee working on the scheduled work day falling immediately prior to and immediately after the holiday, with the exception of an excused illness, personal or vacation day(s).
3. When any such legal holiday does not require the closing of school, the employee shall be given another day off with regular pay in lieu thereof. For eligible employees, such holidays are to be scheduled by mutual agreement between the employee and the Assistant Superintendent of Finance and Operations or his/her designee, with particular dates scheduled in accordance with the school work schedule requirements.
4. Whenever an unanticipated holiday for employees is called by the Board, the employee shall receive said day off with pay.

**B. Vacation**

1. The Assistant Superintendent of Finance and Operations and/or his or her designee shall notify each full time employee of his or her accrued vacation time by July 1. An employee's anniversary date of hire shall be used as the starting date for the purposes of computing accrued vacation benefits.
2. Each full time employee shall be entitled to two (2) weeks vacation with pay one year after his or her anniversary date of hire.
3. After five (5) years of continuous employment, each full time employee, on his or



her anniversary date of hire, shall be granted three (3) weeks of vacation.

4. After ten (10) years of continuous full time employment, one (1) day of vacation shall be added for each year completed. That one (1) day shall be added on the employee's anniversary date of hire. This will bring a maximum total of four (4) weeks vacation with pay for a full time employee upon his/her completion of fifteen (15) years of service.
5. All vacation days shall be scheduled and submitted for approval by the supervisor/principal, with the Assistant Superintendent of Finance and Operations and/or his/her designee signing off on the request prior to June 1 preceding the requested vacation.
6. Employees shall make efforts to take all vacations during the normal vacation period of July 1 through August 31 of each year. Approval of requests for vacations to be taken outside the vacation period shall be within the sole discretion of the Assistant Superintendent of Finance and Operations and/or his or her designee and may be liberally granted, considering the needs of the school system.
7. Employees may defer one (1) week of vacation from a given year for the purpose of taking an extra week the following year. This election is to be announced in advance on the standard request forms provided by the Assistant Superintendent of Finance and Operations. Notwithstanding any past practice to the contrary, once an employee has made the election to defer a week's vacation, there shall be no deviation from that selection. Deferred vacation time shall not be a part of an employee's severance pay, but must be used or forfeited.
8. Unused vacation shall be paid on a pro-rata basis in the event of an employee's voluntary termination of service with the Board of Education, with an employee receiving a proportion of his/her vacation days for the year (July 1 through June 30) in which the employee terminated service, based on the proportion of that year which the employee has worked.
9. Each full-time employee shall be entitled to five (5) vacation days with pay in their first year of employment, after the completion of his/her ninety (90) day probationary period. If an employee is terminated or voluntarily terminates his/her employment during his/her first year of employment, he/she will not be entitled to payment for unused vacation days.
10. Newly hired employees shall be considered probationary until they have been continuously employed in a particular position for a period of ninety (90) work days. During such period, he/she shall be on probation and may be disciplined or terminated by the Board in its sole discretion for any reason whatsoever, and neither the employee, nor the Union on his/her behalf, shall have recourse to the grievance procedure provisions of this Agreement.

**ARTICLE VIII**  
**LEAVE PROVISIONS**

- A. **Personal Days.** No more than three (3) full days of absence may be permitted in each year without loss of pay to attend to necessary personal business which cannot be transacted other than during normal work hours. Requests shall be made at least forty-eight (48) hours in advance, if possible, to the employee's immediate supervisor. Personal leave shall not be granted in increments of less than half a work day.
- B. **Bereavement.** A total of five (5) days of paid leave per occurrence may be allowed for an employee due to a death or deaths in the immediate family. Immediate family refers to a spouse, parent, stepparent, brother, sister, son, daughter, stepchild or a relative living within the same household. A total of three (3) days of paid leave per occurrence shall be permitted for attendance at the funeral of an in-law(s). One (1) day per occurrence of paid leave shall be permitted for attendance at a funeral of other relatives or a close friend.
- C. **Sick Leave.** Each employee shall be entitled to sick leave (due to accident or furnished proof of illness, if requested) with pay as has accrued to his/her credit at the rate of 1.25 working days for each calendar month of employment. This is equal to fifteen (15) working days per year and shall be cumulative to one hundred eighty (180) days. No more than five (5) of these days may be taken annually for sickness of family members who live in the employee's household. In cases where the person is absent from work because of an injury or illness covered under the Workers' Compensation Act, he/she shall have the option of receiving the difference between the amount provided from compensation and his/her per diem rate of pay shall be computed and charged against accumulated sick leave time on a pro-rata basis. At the commencement of and during the course of any leave granted for medical reasons, the Superintendent of Schools may require an employee to provide a statement from his/her physician indicating the anticipated date the employee will return to work and either the nature of the illness or the disability or the fitness of the employee to return to work. The Superintendent may require the employee to undergo an examination by a Board-appointed physician, at Board expense, to verify this information. No sick leave shall accumulate while an employee is on an unpaid leave, medical or otherwise. In the event that the Superintendent has a reasonable suspicion that an employee is abusing sick leave, the Superintendent may require the employee to submit a physician's certificate verifying the nature of the illness or injury.

Employees hired on or before March 24, 1999, who have ten (10) years of service with the Board of Education shall be entitled to severance pay equal to twenty-five (25%) percent of accumulated and unused sick leave credit. Employees, including those hired on or after March 24, 1999, who have twenty (20) years of service with the Board of Education shall be entitled to severance pay equal to fifty (50%) percent of accumulated and unused sick leave credit. In both of the above-referenced circumstances, the total accumulated and unused sick leave shall not exceed one hundred sixty (160) days. For the purpose of this section, severance pay shall be based upon the employee's annual wage for the year in which the employee voluntarily terminated, retired or died.

Severance pay shall be paid on the first month of the fiscal year following the employee's date of termination from employment. The Board may, at its discretion, accelerate this payment. Employees terminated involuntarily shall not be entitled to severance pay.

Employees hired after June 30, 2017 shall not be eligible for severance pay for accumulated and unused sick leave.

- D. All employees who are called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal leave. The amount of compensation received for jury duty, excluding traveling expenses, shall be deducted from the secretary's salary. If an employee is excused from court on any scheduled work day prior to 12:00 noon, or is not required to be in court on any given scheduled work day while serving on jury duty, the employee shall report to work. The Assistant Superintendent of Finance and Operations shall be notified as soon as possible after an employee is called for jury duty. The employee will cooperate with the efforts of the employer to be relieved of jury duty.
- E. **Substitutes.** An attempt will be made to provide temporary coverage for any vacancy that exists or for any absence due to illness during days when school is in session.
- F. **Retirement.** For employees who retire after twenty (20) years of full-time service, the Board will provide medical coverage for the employee only until the employee reaches age sixty-five (65). Employees hired after June 30, 2015 shall not be entitled to post-employment medical coverage from the Board.
- G. **Convention.** Subject to the approval of the Assistant Superintendent of Finance and Operations, a maximum of two (2) bargaining unit members but no more than one (1) from any individual building shall be entitled to one (1) day with pay during the Fall and during the Spring to attend in-service workshops provided by the Connecticut Association of Educational Secretaries.

#### ARTICLE IX **SNOW DAYS/LATE OPENINGS**

- A. On days when schools are closed due to storms, secretarial personnel are expected to report to work. Secretarial personnel are to arrive at work when conditions exist which are conducive to safe travel. Secretarial personnel may use personal or vacation time if he/she determines that road conditions make it unsafe to report to work. Should the Governor order that only essential personnel are to be on the roads, (an order to close the State), secretarial personnel are not expected to report to work and shall not suffer a loss in pay.

In the event of a late opening of school, reasonableness is to be the determining factor regarding starting time of work, and the principal and/or Assistant Superintendent of Finance and Operations will determine what is reasonable. Late arrival is defined to be that amount of time which occurs from the time the principal and/or Assistant Superintendent of Finance and Operations requires an employee to be at work and the

actual time when the employee reports to work.

- B. In the event that school is dismissed early due to weather conditions, school and central office secretaries will be dismissed no later than one-half (1/2) hour after the dismissal of the student body.

## **ARTICLE X**

### **GRIEVANCE PROCEDURE**

A. **Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise under the specific provisions of this Agreement.
2. Nothing contained herein shall be construed as limiting the right of any member of the unit to discuss informally a concern or problem with any appropriate member of the school administration.

B. **Definitions**

1. A "grievance" shall be defined as a complaint by an employee that there has been a violation, a misinterpretation or a misapplication of a specific provision or provisions of this Agreement.
2. A "grievant" shall mean any employee directly affected by an alleged violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement who then files a grievance.
3. The term "days" Shall be defined as calendar days.

C. **Procedure**

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

1. **Level One - Informal Procedure**

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

2. **Level Two - Immediate Administrator**

Within fifteen (15) working days after the employee knew or should have known of the alleged grievance, he/she must file a written complaint with his/her

immediate administrator (except those employees under the direct supervision of the Superintendent shall file the grievance with the Assistant Superintendent of Finance and Operations), identifying the specific contract language which the grievant alleges to have been violated, misinterpreted, or misapplied. Within ten (10) working days after receiving the written grievance the administrator, or if applicable, the Assistant Superintendent of Finance and Operations, shall meet with the grievant in an attempt to resolve the grievance. Within ten (10) working days after such meeting, the administrator or the Assistant Superintendent of Finance and Operations, shall render his/her decision in writing. If for any reason the administrator or the Assistant Superintendent of Finance and Operations does not render his/her decision within ten (10) working days after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Three or in the case of employees filing a grievance with the Assistant Superintendent of Finance and Operations to Level Four.

3. **Level Three - Assistant Superintendent of Finance and Operations**

An appeal to the Assistant Superintendent of Finance and Operations must be made in writing within five (5) -working days after the immediate administrator renders his/her decision, or within five (5) working days after the ten pay period set forth in Level Two for rendering a decision has expired. The written appeal must repeat all the information specified in the complaint submitted to the immediate supervisor. Within ten (10) working days after receiving the written grievance, the Assistant Superintendent of Finance and Operations shall meet with the grievant in an effort to resolve the grievance. Within ten (10) working days after such meeting, the Assistant Superintendent of Finance and Operations shall render his/her decision in writing. If for any reason the Assistant Superintendent of Finance and Operations does not render his/her decision within ten (10) working days after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Four.

4. **Level Four - Superintendent of Schools**

An appeal to the Superintendent of Schools must be made in writing within five (5) working days after the Assistant Superintendent of Finance and Operations renders his/her decision, or within five (5) working days after the ten day period set forth in Level Two or Three, as applicable for rendering a decision has expired. The written appeal must repeat all the information specified in the complaint submitted to the Assistant Superintendent of Finance and Operations. Within ten (10) working days after receiving the written grievance the Superintendent shall meet with the grievant in an effort to resolve the grievance. Within ten (10) working days after such meeting, the Superintendent shall render his/her decision in writing. If for any reason the Superintendent does not render his/her decision within ten (10) working days after the meeting, or if the decision is rendered and the grievant wishes to appeal, the grievant may appeal to Level Five.

5. **Level Five - 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 ten day period set forth in Level Four for rendering a decision has expired. The written appeal must repeat all the information specified in the complaint submitted to the Superintendent. The Board of Education or committee of the Board will hear the grievance within thirty (30) days of the submission of the grievance and shall issue a decision within fifteen (15) days from the date of the hearing.

6. **Level Six - Arbitration**

If the grievant or the Union is not satisfied with the decision at Level Five, the Union, at its discretion, may request the services of the American Dispute Resolution Center to act as arbitrator of the grievance. A demand for arbitration must be in writing and must be filed with the Dispute Resolution Center and the Director of Finance and Operations within ten (10) working days of the receipt of the decision under Level Five or within ten (10) working days after the fifteen (15) day period set forth in Level Five for rendering a decision has expired. The demand for arbitration must set forth the provisions of the contract alleged to have been violated, misapplied, or misinterpreted. The arbitrator shall limit his/her decision to the terms of this Agreement and he/she shall have no authority to add to or subtract from the Agreement. The arbitrator's award shall be binding on both parties.

- D.
1. The arbitration fee and expenses shall be borne equally by the parties to this Agreement.
  2. If a grievance is not filed within the time limits specified herein, then such grievance shall be deemed waived by the grievant.
  3. Upon the initiation of a formal grievance at Level 2, the grievant may be accompanied by a union representative.

**ARTICLE XI**  
**JUST CAUSE**

No non-probationary employee shall be suspended without pay or terminated for disciplinary reasons except for just cause.

All suspensions and discharges shall be communicated in writing with reason(s) included and a copy shall be given to the employee at the time of such suspension or discharge. The Board's representative shall mail a copy of the notice of suspension or discharge to the Union President.

An employee who is interviewed concerning a matter which may subject the employee to disciplinary action may, upon request, have an available Union representative present during such interview. If the employee requests the presence of a Union representative at such an

investigatory meeting, the interview will not continue until an available Union representative can be present.

## **ARTICLE XII**

### **MANAGEMENT RIGHTS**

It is recognized that the Board of Education 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 Rocky Hill in all its aspects, including but not limited to the following: to determine the type of work to be performed by employees; to assign all work to employees or other persons; to decide the methods, procedures and means for conducting the work; to select, hire and demote employees; to discharge and otherwise discipline any employees; to promote, transfer and layoff employees; to decide the need for facilities; to determine shift schedules and hours of work; to establish or continue policies, practices and procedures for the conduct of business and the management and operation of the schools, and from time-to-time to change or abolish such policies, practices or procedures. The exercise of the enumerated management rights shall not be inconsistent or conflict with this agreement.

## **ARTICLE XIII**

### **MISCELLANEOUS**

No employee shall be required to administer first aid.

## **ARTICLE XIV**

### **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 XV**

### **SAVINGS CLAUSE**

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

## **ARTICLE XVI**

### **PART TIME BENEFITS**

Unless specifically stated otherwise in this Agreement, all rights and benefits shall be applicable to only full time employees regularly working thirty-five (35) or more hours per week. In the event the Board hires employees regularly working fewer than thirty-five (35) hours per week, the Board and the Union shall negotiate the terms and conditions of employment applicable to these employees.

**ARTICLE XVII**  
**PENSION**

Members of the bargaining unit participate in the Town of Rocky Hill Pension Plan under terms and conditions established by the Town. The application of the town pension plan shall not be subject to the grievance procedure set forth in this Agreement, and any dispute concerning eligibility, coverage, benefits and any other aspect of the plan shall be a matter which the member or Union must resolve with the Town. This provision will remain in effect as long as the Town Council Resolution passed on August 18, 1975 is in effect. Summaries of the pension plan are attached to this collective bargaining agreement as Appendices C and D.

**ARTICLE XVIII**  
**NON-DISCRIMINATION**

Both parties agree to continue their policies of not discriminating against any employee on the basis of Union affiliation, race, color, religion, age, sex, national origin, marital status, sexual orientation, gender identity or expression, ancestry, and present or past history of mental disability, intellectual disability, learning disability or physical disability, including, but not limited to blindness which is unrelated to the ability of the employee to perform a particular job.


This article is not grievable under this Agreement.

**ARTICLE XIX**  
**DURATION**


The provisions of this Agreement shall be effective as of July 1, 2017 and shall continue and remain in full force and effect up to and including June 30, 2021.

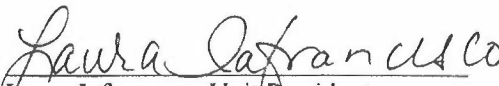
IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 16 day of July, 2017.

ROCKY HILL BOARD OF EDUCATION

  
\_\_\_\_\_  
Frank Morse,  
Chairman, Rocky Hill  
Board of Education

By N/A  
\_\_\_\_\_  
ROCKY HILL EDUCATIONAL SECRETARIES  
UPSEU, Local 424 - Unit 87

By   
\_\_\_\_\_  
Kevin E. Boyle, Jr., UPSEU President  
UPSEU, Local 424 - Unit 87

By   
\_\_\_\_\_  
Laura Iafrancesco, Unit President



**APPENDIX A  
ROCKY HILL SALARY SCHEDULE**

The following wage schedule sets forth each position's hourly rates. Secretaries shall be paid hourly in accordance with the following wage schedule:

<b>Position</b>	<b>July 1, 2017</b>	<b>July 1, 2018</b>	<b>July 1, 2019</b>	<b>July 1, 2020</b>
	<b>2.25%</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.50%</b>
<b>Bookkeeper I</b>				
Step C	\$32.91	\$33.74	\$34.58	\$35.45
Step B	\$31.26	\$32.04	\$32.84	\$33.66
Step A	\$29.69	\$30.44	\$31.20	\$31.98
<b>Bookkeeper II Payroll</b>				
Step C	\$25.17	\$25.80	\$26.45	\$27.11
Step B	\$23.94	\$24.54	\$25.15	\$25.78
Step A	\$22.80	\$23.37	\$23.96	\$24.55
<b>Secretary I-Head Secretary</b>				
Step C	\$25.69	\$26.33	\$26.99	\$27.66
Step B	\$24.40	\$25.01	\$25.63	\$26.27
Step A	\$23.11	\$23.69	\$24.28	\$24.89
<b>Secretary II Guidance HS</b>				
Step C	\$24.49	\$25.10	\$25.73	\$26.37
Step B	\$23.26	\$23.84	\$24.44	\$25.05
Step A	\$22.05	\$22.60	\$23.16	\$23.74
<b>Bookkeeper II</b>				
Step C	\$24.19	\$24.80	\$25.42	\$26.05
Step B	\$22.99	\$23.56	\$24.15	\$24.75
Step A	\$21.88	\$22.43	\$22.99	\$23.56
<b>Secretary III</b>				
Step C	\$23.89	\$24.48	\$25.09	\$25.72
Step B	\$22.69	\$23.26	\$23.84	\$24.43
Step A	\$21.50	\$22.04	\$22.59	\$23.16
<b>Secretary IV-School Secretary</b>				
Step C	\$23.04	\$23.61	\$24.20	\$24.81
Step B	\$21.88	\$22.43	\$22.99	\$23.56
Step A	\$20.74	\$21.25	\$21.79	\$22.33

On July 1 of each year of this contract employees shall advance one step on the salary schedule. The Board may, at its discretion, assign a new hire to a position at Step A or Step B.

**APPENDIX B**  
**LONGEVITY PAYMENTS**

Eligibility for longevity pay shall be determined as follows:

1. "Years of service" shall be defined as full time employment with the Rocky Hill Board of Education.
2. Compensation for longevity shall be as follows:  
  
Two Hundred (\$200.00) dollars per year after the completion of fourteen (14) through the completion of nineteen (19) years of service (payment not to exceed \$200.00 total each Year),  
  
Three Hundred Fifty (\$350.00) dollars per year after the completion of twenty (20) through the completion of twenty-four (24) years of service (payment not to exceed \$350.00 total each year),  
  
Five Hundred (\$500.00) dollars after the completion of twenty-five (25) or more years of service (payment not to exceed \$500.00 total each year).
3. An employee who is on leave in excess of ninety (90) working days in any one contract year shall not receive credit for that year as part of longevity compensation.
4. All years of service in Rocky Hill shall be credited toward longevity even though service may have been interrupted.
5. Longevity payments shall be paid in the employee's last paycheck in the contract year.
6. An employee hired from January 1 to June 30 in any fiscal year shall be deemed to commence employment on the next July 1 following the date of employment. An employee hired from July 1 to December 31 in any fiscal year shall be deemed to commence employment on July 1 of that fiscal year.

## APPENDIX C

### ADDENDUM Secretaries and Bookkeepers - Insurance Plan

<b>HDHP HSA Plan Option</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
Preventive Visit	Covered at 100% not subject to deductible			
Office Visit	All covered expenses subject to deductible and coinsurance			
Emergency				
Urgent				
Inpatient Hosp.				
Outpatient Surg.				
OON Deductible	\$2000/4000	\$2000/4000	\$2000/4000	\$2000/4000
OON Coin. Max	100/80%	100/80%	100/80%	100/80%
OON OOP Max.	\$4000/8000	\$4000/8000	\$4000/8000	\$4000/8000
Rx Retail	Covered as any other expense			\$0/15/30 copay after deductible
Rx Mail				
Rx Duration	30/90 days	30/90 days	30/90 days	30/90 days
Rx Maximum	unlimited	unlimited	unlimited	unlimited

**Cigna Dental Benefit Summary**  
**Rocky Hill Board of Education DPP01**  
**Plan Renewal Date: 07/01/2017**



Insured by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations.

<b>Cigna Dental PPO</b>				
<b>Network Options</b>	<b>In-Network: Total Cigna DPPO Network</b>		<b>Non-Network: See Non-Network Reimbursement</b>	
<b>Reimbursement Levels</b>	Based on Contracted Fees		Maximum Reimbursable Charge	
<b>Calendar Year Benefits Maximum</b> Applies to: Class I, II, III expenses	\$1,500		\$1,500	
<b>Annual Deductible</b> Individual Family	\$50 \$150		\$50 \$150	
<b>Benefit Highlights</b>	<b>Plan Pays</b>	<b>You Pay</b>	<b>Plan Pays</b>	<b>You Pay</b>
<b>Class I: Diagnostic &amp; Preventive</b> Oral Exams Cleanings X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Space Maintainers: non-orthodontic Emergency Care to Relieve Pain	100% No Deductible	No Charge	100% No Deductible	No Charge
<b>Class II: Basic Restorative</b> Restorative: fillings Endodontics: minor and major Periodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: Bridges, Crowns and Inlays Repairs: Dentures Denture Relines, Rebases and Adjustments	80% After Annual Deductible	20% After Annual Deductible	80% After Annual Deductible	20% After Annual Deductible
<b>Class III: Major Restorative</b> Inlays and Onlays Prosthesis Over Implant Crowns, Bridges and Dentures	60% After Annual Deductible	40% After Annual Deductible	60% After Annual Deductible	40% After Annual Deductible
<b>Benefit Plan Provisions:</b>				
<b>In-Network Reimbursement</b>	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.			
<b>Non-Network Reimbursement</b>	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Maximum Reimbursable Charge. The MRC is calculated at the 90th percentile of all provider charges in the geographic area. The dentist may balance bill up to their usual fees.			
<b>Cross Accumulation</b>	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.			
<b>Calendar Year Benefits Maximum</b>	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.			

<b>Annual Deductible</b>	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.
<b>Pretreatment Review</b>	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.
<b>Alternate Benefit Provision</b>	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.
<b>Oral Health Integration Program</b>	Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with the following medical conditions: diabetes, heart disease, stroke, maternity, head and neck cancer radiation, organ transplants and chronic kidney disease. There's no additional charge for the program, those who qualify get reimbursed 100% of coinsurance for certain related dental procedures. Eligible customers can also receive guidance on behavioral issues related to oral health and discounts on prescription and non-prescription dental products. Reimbursements under this program are not subject to the annual deductible, but will be applied to and are subject to the plan annual maximum. Discounts on certain prescription and non-prescription dental products are available through Cigna Home Delivery Pharmacy only, and you are required to pay the entire discounted charge. For more information including how to enroll in this program and a complete list of program terms and eligible medical conditions, go to <a href="http://www.mycigna.com">www.mycigna.com</a> or call customer service 24/7 at 1.800.CIGNA24.
<b>Benefit Limitations:</b>	
Missing Tooth Limitation	For teeth missing prior to coverage with Cigna, the amount payable is 50% of the amount otherwise payable until covered for 24 months; thereafter, considered a Class III expense.
Oral Exams	2 per 12 months
X-rays (routine)	Bitewings: 2 per 12 months
X-rays (non-routine)	Full mouth or panoramic, 1 every 36 months
Cleanings	2 per 12 months, including periodontal maintenance procedures following active therapy
Fluoride Application	1 per 12 months for children under age 19
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months for children under age 14
Space Maintainers	Limited to non-orthodontic treatment for children under age 19
Periodontal Treatment	Various limitations depending on the service
Inlays, Crowns and Bridges	Replacement every 60 months if unserviceable and cannot be repaired
Dentures and Partial	Replacement every 60 months if unserviceable and cannot be repaired
Denture and Bridge Repairs	Reviewed if more than once
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation
Prosthesis Over Implant	1 every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth colored material on molar crowns or bridges.
<b>Benefit Exclusions:</b>	
Covered Expenses will not include, and no payment will be made for the following:	
Procedures and services not listed under Benefit Highlights;	
Diagnostic: cone beam imaging; Preventive Services: instruction for plaque control, oral hygiene and diet;	
Restorative: Porcelain or acrylic veneers of crowns or pontics on, or replacing the upper and lower first, second and third molars;	
Periodontic: bite registrations; splinting; Prosthodontic: precision or semi-precision attachments;	
Implants: implants or implant related services; Orthodontics: orthodontic treatment;	
Procedures, appliances or restorations, except full dentures, whose main purpose is to: change vertical dimension; diagnose or treat conditions or dysfunction of the temporomandibular joint (TMJ); stabilize periodontally involved teeth; or restore occlusion;	
Athletic mouth guards; Replacement of a lost or stolen appliance; Services performed primarily for cosmetic reasons; Personalization;	
Services that are deemed to be medical in nature; Services and supplies received from a hospital; Drugs: prescription drugs	
Charges in excess of the Maximum Reimbursable Charge	
Contracted providers are not obligated to provide discounts on non-covered services and may charge their usual fees.	

This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

Cigna Dental PPO plans are insured and/or administered by Cigna Health and Life Insurance Company (CHLIC) or Connecticut General Life Insurance Company (CGLIC), with network management services provided by Cigna Dental Health, Inc. and certain of its subsidiaries. In Texas, the insured dental plan is known as Cigna Dental Choice, and this plan uses the national Cigna DPPO network.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. Policy forms (for insured dental plans) in OK: HP-POL99 (CHLIC), GM6000 ELI288 et al (CGLIC); OR: HP-POL68; TN: HP-POL69/HC-CER2V1 et al (CHLIC). The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

## **APPENDIX D**

### **ROCKY HILL BOARD OF EDUCATION -and- UNITED PUBLIC SERVICE EMPLOYEES UNION, LOCAL 424 – UNIT 87 MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (hereinafter "MOA") is made by and between the Town of Rocky Hill (hereinafter the "TOWN") and the United Public Service Employees Union, Local 424, Unit 87 (the "UNION"), both of which are sometimes hereinafter referred to as "the parties."

WHEREAS, the TOWN provides the members of the UNION with pension benefits through their participation in the TOWN's pension plan (hereinafter the "PENSION PLAN"),

WHEREAS, the collective bargaining agreement between the UNION and the Rocky Hill Board of Education (hereinafter the "BOARD") provides that members of the UNION participate in the PENSION PLAN "under the terms and conditions established by the TOWN."

WHEREAS, the UNION filed a complaint with the State Board of Labor Relations (hereinafter the "SBLR") on or about June 23, 2015 against the TOWN and the BOARD for unilaterally placing a newly hired employee in a Defined Contribution Plan, instead of a Defined Benefit Plan, without negotiating this change with the UNION;

WHEREAS, the TOWN and the UNION have reached an agreement as to the terms and conditions for UNION members participating in the PENSION PLAN;

WHEREAS, the agreement between the TOWN and the UNION requires action on the part of the BOARD to implement the terms and conditions of the PENSION PLAN on behalf of UNION members, specifically those UNION members participating in the Defined Contribution Plan;

NOW THEREFORE, the parties agree as follows:


1. All UNION members shall participate in the PENSION PLAN.
2. UNION members shall designate with the Plan Administrator, Mass Mutual, how their funds are to be invested through the options available to the Plan Administrator.
3. UNION members hired after March 1, 2015 shall participate in the Defined Contribution Plan.
4. UNION members may contribute an amount up to six percent (6%) of their wages to the Defined Contribution Plan. Employee contributions vest immediately upon contribution.
5. The BOARD will contribute an amount equal to three percent (3.0%) of employee wages to the Defined Contribution Plan. The Board's contribution will increase to three and a half

percent (3.5%) effective July 1, 2017.

6. UNION members shall not be allowed to receive personal loans from the PENSION PLAN.
7. The parties agree that the Town may change the plan administrator without prior negotiation with the UNION, provided that the PENSION PLAN trustee and TOWN and BOARD employees (including those employees defined as department heads under the Municipal Employees Relations Act) remain in the Defined Contribution Plan and that the UNION President and Vice-President are provided with prior notice of pension committee meetings. Should TOWN and/or the BOARD remove any of their department heads from the Defined Contribution Plan the TOWN shall immediately notify the UNION and negotiate the section(s) of the Defined Contribution Plan concerning a change in administration.


IN WITNESS WHEREOF, the aforementioned parties, intending to be legally bound hereby, have executed this MOA.

**TOWN OF ROCKY HILL  
EMPLOYEES**


By   
Date 9/22/17

**UNITED PUBLIC SERVICE**

**UNION, LOCAL 424 – UNIT 87**

By   
Date 9-26-17

**ROCKY HILL BOARD OF EDUCATION  
(As Third-Party Signatory)**

By   
Date 9/21/17

**APPENDIX D**

**ROCKY HILL BOARD OF EDUCATION**

**-and-**

**UNITED PUBLIC SERVICE EMPLOYEES UNION, LOCAL 424 – UNIT 87  
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (hereinafter "MOA") is made by and between the Rocky Hill Board of Education (hereinafter the "BOARD") and the United Public Service Employees Union, Local 424, Unit 87 (the "UNION"), both of which are sometimes hereinafter referred to as "the parties."

WHEREAS, the TOWN provides the members of the UNION with pension benefits through their participation in the TOWN's pension plan (hereinafter the "PENSION PLAN"),

WHEREAS, the collective bargaining agreement between the UNION and the Rocky Hill Board of Education (hereinafter the "BOARD") provides that members of the UNION participate in the PENSION PLAN "under the terms and conditions established by the TOWN."

WHEREAS, the UNION filed a complaint with the State Board of Labor Relations (hereinafter the "SBLR") on or about June 23, 2015 against the TOWN and the BOARD for unilaterally placing a newly hired employee in a Defined Contribution Plan, instead of a Defined Benefit Plan, without negotiating this change with the UNION;

WHEREAS, the TOWN and the UNION have reached an agreement as to the terms and conditions for UNION members participating in the PENSION PLAN;

WHEREAS, the agreement between the TOWN and the UNION requires action on the part of the BOARD to implement the terms and conditions of the PENSION PLAN on behalf of UNION members, specifically those UNION members participating in the Defined Contribution Plan;

NOW THEREFORE, the parties agree as follows:

1. For those UNION members participating in the Defined Contribution Plan the BOARD contributes an amount equal to three percent (3%) of their wages. Effective July 1, 2017 this amount will increase to three and a half percent (3.5%).

IN WITNESS WHEREOF, the aforementioned parties, intending to be legally bound hereby, have executed this MOA.

**ROCKY HILL BOARD OF  
EDUCATION**

**UNITED PUBLIC SERVICE EMPLOYEES  
UNION, LOCAL 424 – UNIT 87**

By



By



Date

9/26/17

Date

9-26-17