

**AGREEMENT**

**between the**

**MERIDEN BOARD OF EDUCATION**

**and the**

**MERIDEN FEDERATION OF EDUCATIONAL SECRETARIES**

**July 1, 2019- June 30, 2022**

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This Agreement made and entered into on this 19 day of November, 2019 by and between the MERIDEN BOARD OF EDUCATION (hereinafter referred to as the "Board") and the MERIDEN FEDERATION OF EDUCATIONAL SECRETARIES (hereinafter referred to as the "Federation").

ARTICLE I

RECOGNITION

1.1 Recognition

The Board recognizes and certifies the Meriden Federation of Educational Secretaries of the Meriden Federation of Teachers, American Federation of Teachers, AFL-CIO as the exclusive bargaining representative for all employees of the Board engaged in clerical or secretarial work except the Superintendent's secretary, Associate Superintendent's secretary, Assistant Superintendent's secretary, Director of Personnel's secretary and the Business Office Manager for the purpose of and with all the rights and privileges as provided by Sections 7-467 through 7-477 of the Connecticut General Statutes as amended.

ARTICLE II

NEGOTIATION

Negotiation over Successor Agreement and Budget

- 2.1 Not later than one hundred twenty (120) days preceding the expiration of this Agreement, the Parties hereto agree to negotiate in good faith, pursuant to Sections 7-467 through 7-477 of the Connecticut General Statutes as amended, in accordance with procedures set forth herein, to secure a Successor Agreement relative to all matters concerning salaries, and all other conditions of employment.
- 2.2 During negotiations, the Parties hereto shall present relevant data, exchange points of view, and make proposals and counter proposals. Either party may, at its own expense, utilize the services of outside consultants and may call upon professional and lay representatives to inspect pertinent records and information which may be deemed necessary for negotiation.
- 2.3 The Parties hereto may mutually agree to define, re-define and/or modify wording in this contract.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing herein contained shall be construed as limiting the

right of any member of the unit having a grievance to discuss the matter informally with any appropriate member of the administration.

### 3.2 Procedure

#### (a) Level One - Evaluating Supervisor

A member of the unit with a grievance or dispute shall first discuss such grievance or dispute with the aggrieved member's Evaluating Supervisor, either directly or through the Federation's representative.

#### (b) Level Two - Director of Personnel

(i) In the event that such aggrieved member is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within eight (8) work days after meeting with the Evaluating Supervisor, a written grievance may be filed with the Director of Personnel within six (6) work days after a decision by the Evaluating Supervisor. The written grievance shall state the specific provision or provisions as outlined in section 3.4A, allegedly violated, misinterpreted or misapplied.

(ii) Within ten (10) work days after receipt of the written grievance by the Director of Personnel, a meeting shall be held with the aggrieved member in an effort to resolve the grievance.

(iii) If a member of the unit does not file a written grievance with the Director of Personnel within thirty (30) days after the member of the unit knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived.

#### (c) Level Three - Assistant Superintendent of Schools or Designee

If the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days after the meeting with the Director of Personnel, a written grievance may be filed with the Assistant Superintendent of Schools within six (6) work days after a decision by the Director of Personnel or the Director's failure to render such a decision within the required ten (10) days. Within six (6) work days after receiving the written grievance, the Assistant Superintendent or Designee shall meet with the aggrieved member of the unit for the purpose of resolving the grievance.

(d) Level Four - Superintendent of Schools or Designee

In the event that the aggrieved member is not satisfied with the decision rendered at the Third Level, or in the event that a decision is not rendered within eight (8) work days after the Level Three meeting, a written grievance may be filed with the Superintendent of Schools or his/her Designee within six (6) work days after a decision by the Assistant Superintendent or the Assistant Superintendent's failure to render such a decision within the required eight (8) days. Within eight (8) work days, after receiving the written grievance, the Superintendent of Schools or his/her Designee will meet with the aggrieved member of the unit for the purpose of resolving the grievance.

(e) Level Five - Impartial Binding Arbitration

If the aggrieved member of the unit is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within six (6) work days after the aggrieved member has first met with the Superintendent or his/her Designee, a written request may be presented to the President of the Federation to submit such grievance to arbitration. Such requests shall be forwarded to the American Arbitration Association, unless the parties mutually agree to use an alternative dispute resolution procedure. The Federation shall have 30 calendar days from the Level Four meeting to submit the grievance for arbitration. The Federation and the Board shall share equally the fees and expenses of the Arbitrator.

3.3 Rights of Clerical and Secretarial Employees to Representation

- (a) No reprisals of any kind shall be taken by any participant against anyone by reason of participation in the grievance procedure or support of any participant thereto.
- (b) Any member of the unit may choose to be represented at any stage of this grievance procedure by a Federation representative. When a member of the unit is not represented by the Federation, the Federation shall have the right to be present and to state its views at all stages of this grievance procedure.

3.4 Miscellaneous

- (a) "Grievance" shall mean a complaint based upon an alleged violation, misinterpretation or misapplication of a provision or provisions of this agreement, Board policy, past practice, or a problem incident to working conditions.
- (b) If, in the judgment of the Executive Board of the Federation, a grievance affects a group or class of members of the unit, the President of the Federation shall submit such grievance in writing to the Director of Personnel directly and the processing of such grievance shall be commenced on Level Two.

- (c) Decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall promptly be transmitted to all parties in interest.
- (d) Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared by the Federation and given appropriate distribution by it, so as to facilitate operation of the grievance procedure.
- (e) The arbitrator shall have no authority to add to, modify, or amend any terms of this agreement. The decision of the arbitrator shall be final and binding upon the parties.

## ARTICLE IV

### SALARIES

#### 4.1 Salary Schedule

- (a) The salaries of all persons covered by this Agreement are set forth in Appendices A-1 and A-2 for 2019-2020, B-1 and B-2 for 2020-2021 and C-1 and C-2 for 2021-2022.
- (b) Upon satisfactory completion of the probationary period of six (6) calendar months, excluding school vacations for school year employees, a new employee will be advanced to the next higher step.
- (c) All employees not at maximum shall advance one step on each July 1, with an affirmation of satisfactory service.
- (d) Any new employee whose services commence before January 1, shall be advanced one step on the pay scale on the following July 1 with an affirmation of satisfactory service.
- (e) Payment of salaries for all school year employees covered by this Agreement will be computed as follows:

Minimum number of school days (based on 180 days)  
 Plus days preceding opening and following closing of school  
 Plus allowable holidays  
 Multiplied by hours per day  
 Multiplied by the hourly rate  
 Divided by fifty-two (52) payments  
 Equal amount per payroll

School year employees' salaries will be paid on a fifty-two (52) consecutive week basis starting with the first pay period in September. In years where there would be 53 paydays, the paychecks will commence on the first pay period in September and end with the 52<sup>nd</sup> payday (i.e., no paycheck at the end of the year).

Bargaining unit members who are school year employees hired after the beginning of the school year shall be afforded the option to have their salary payments converted with the aforementioned formula. However, such employees will not have the foregoing option if it would cause them to be in a negative pay status for any payday.

- (f) The Food Service Account Clerk and Research Department Account Clerk will receive an annual stipend of \$1,800 for each year of this Agreement.

#### 4.2 Longevity Payments

The Parties have agreed to eliminate longevity payments to employees. In lieu of longevity payments, the Board will add \$500 to the top step of each wage schedule in the agreement effective July 1, 2019. This \$500 will be added prior to any general wage increases effective July 1, 2019 are applied. The wage increases effective July 1, 2020 and July 1, 2021 will also be applied to the increased top step (which includes the \$500 increase).

#### 4.3 Payroll Deduction of Federation Fees

The Board agrees that, upon submission of a dues check off card for payroll deduction of his/her Federation membership dues, the proper deduction will be made weekly.

### ARTICLE V

#### INSURANCE

##### 5.1A Insurance

The Meriden Board of Education offers the following insurance benefits to its full-time school year and full year employees.

##### 1. Medical Insurance -

- (a) High Deductible Health Plan - HSA Plan: Except as provided below, the sole insurance option for the duration of this contract shall be a High Deductible Health Plan HSA with a \$2,000/\$4,000 deductible.

The Board will fund fifty percent (50%) of the deductible each year in two equal installments on or about July 1 and on or about January 1 of each year of this Agreement.

Furthermore, (1) there shall be no prescription copayments after the deductible is met, and (2) an optional weight loss program shall be implemented for members of the unit who participate in the wellness program, with \$100 Board subsidy of the fee.

(b) Cigna Co-pay Plan: Employees who are not eligible for the HDHP-HSA plan because they participate in Medicare or because they have received benefits from the Veteran's Administration in the last three months shall be permitted to continue in the current Cigna co-pay plan with a premium contribution rate as described below.

(c) The HDHP-HSA plan and Cigna co-pay plan referenced in subparagraphs a and b, above, shall be attached and made a part of this agreement for informational purposes only as Appendix D.

To be eligible to receive medical and dental insurance benefits set forth in this Article, participants in the HDHP-HSA shall annually contribute 15.5% of the premium rate effective upon ratification, and 16.5% of the premium rate effective July 1, 2020, and 17.5% of the premium rate effective July 1, 2021, for the applicable class (single, two person, family) for such benefits.

To be eligible to receive medical and dental insurance benefits set forth in this Article, participants in the Cigna co-pay plan shall contribute a premium share of 20.5% of the premium rate effective July 1, 2019, and 21.5% effective July 1, 2020, and 22.5% of the premium rate effective July 1, 2021, for the applicable class (single, two person, family) for such benefits.

However, participants in the biometric wellness program shall have a 2% reduction of the above premium rates. Participants who participate in the biometric wellness program and also get a physical examination in accordance with the recommended schedule under the applicable plan (and whose spouse gets a physical in the event of spousal coverage) shall have an additional 2% reduction of the above premium rates. This additional 2% reduction applies only to employees (and/or spouses) who participate in the biometric wellness program and get a physical examination.

Beginning effective July 1, 2018, participants in the biometric wellness program will be required to meet their wellness goals in order to receive any of the premium reductions above.

The Board of Education shall implement a Section 125 premium conversion plan for such contributions. The Board shall contribute the remaining portion of the cost for these benefits.

Details of the plans are available in literature provided by the insurance carrier.

Part-time employees who work half-time (.5) or more but less than full-time will receive all the benefits enumerated herein for the employee only. Fifty per cent (50%) of the dependent/spouse coverage will be paid by the Board for part-time employees who elect to have dependent/spouse coverage.

If the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties agree that they shall negotiate the impact of the excise tax.

CIGNA- The Basic Dental Plan for the employee and his or her dependents, with riders A, B, C, D and unmarried dependent rider.

(e) Under the self-insured funding arrangement for health insurance and dental insurance, the Board agrees to provide information related to the overall financial performance of the health and dental plans, including any reports received by the Board.

2. Life Insurance - a \$30,000 life insurance policy with a \$30,000 accidental death and dismemberment benefit for the employee with Metropolitan Life Insurance Company. There is no cost to the employee. Details of the plans are available in literature provided by the insurance carriers.
3. Spouse Benefit - The Board shall allow the spouse of an employee who dies while employed by the Board or who has retired from the Board to continue to participate under group rates in the CIGNA and Major Medical Programs, if permitted by the insurance carrier. Such participation shall be at the spouse's expense. This provision only applies to employees in the employ of the Board as of July 1, 1985 or later.
4. The Meriden Federation of Educational Secretaries agrees to participate and be represented on the City of Meriden Health and Medical Insurance Advisory Committee. The call of the committee is to explore and continue to recommend ways to curb the escalating costs and to maintain the current level of benefits. If the committee makes any recommendations that would require contract language changes, the M.F.E.S. agrees to present such recommendations to the bargaining group for acceptance.
5. The Board shall offer the opportunity for members to participate in short/long term disability plans. The Board will solicit discounted rates from vendors and provide opportunities for members to evaluate and purchase short/long term disability coverage at the members' own cost.

## 5.1B Change in Carrier Provision

The Board may change these carriers of health insurance provided:

1. The plan suggested by the Board as an alternate must be at least equivalent in coverage, benefits, portability, and administration as the present plan at no additional cost to the employee.
2. The Federation shall have the opportunity to study the proposed plan for a period of thirty (30) days.
3. If at the end of the aforementioned thirty (30) days, there is disagreement between the parties on the issue of whether or not the plan offers equivalent coverage, benefits, portability and administration, then the issue will be submitted to a mutually selected arbitrator. If the parties cannot mutually select an arbitrator, then the matter will be submitted for arbitration to the American Arbitration Association according to its rules and regulations. The costs of the arbitrator shall be borne equally by both parties. The above noted carriers shall not be changed prior to the decision of the arbitrator.
4. The Board may propose an alternate health insurance carrier only one time during the life of the contract for each health insurance plan.

## ARTICLE VI

### WORKING CONDITIONS

#### 6.1 Vacancies

All positions covered under this Agreement shall be posted in an area designated by the building supervisor at each work-site one week prior to outside advertisement.

#### 6.2 Salary Schedule

- (a) The salaries of all persons covered by this Agreement are set forth in Appendices A-1, A-2, B-1, B-2, C-1 and C-2, and annexed hereto and made part of this Agreement.
- (b)
  - (i) New employees shall serve a probationary period of six (6) calendar months, excluding school vacations for school year employees, including sick days, and holidays. At any time during such six (6) calendar months, excluding school vacations for school year employees, the Superintendent of Schools may terminate such probationary employee if in the sole discretion of the Superintendent of Schools, such termination

would be in the best interests of the school system, and neither the employee nor the Federation shall have recourse to the grievance and arbitration provisions of this Agreement. All employees who have successfully completed their probationary period shall thereupon be regular employees, be advanced one step on the salary schedule and their initial date of hire shall be used for seniority purposes.

- (ii) All new personnel shall be placed on the beginning step and shall serve the six (6) calendar months probationary period designated above, excluding school vacations for school year employees.

### 6.3 Transfer/Promotion

- (a) Staff may apply for transfer at the time of the announcement of a vacancy. Staff members may retake the same promotional test provided six (6) months have lapsed from the previous test date.

Assignments shall be made on the basis of qualifications of the applicants. Preference for filling vacancies will be given to members of the unit, and the Board will interview at least three internal applicants who have passed the promotional test. If less than three such internal applicants apply, the Board will interview those who have applied.

- (b) Newly hired members of the bargaining unit must remain in their initial position for a minimum of six (6) months, excluding the months of July and August for ten-month employees, to be eligible for transfer. This provision may be waived by the Superintendent.

### 6.4 Placement

When transferred from one clerical position to another, employees shall retain their salary step and be placed on the appropriate salary schedule for the new position. Such transfers shall take place within a reasonable period of time.

### 6.5 Work Day

- (a) All full year employees shall work a seven (7) hour day.
- (b) All school year employees shall work a minimum of seven (7) hours per day each day that classes are in session. School Year Secretary I's shall work a six (6) hour day on the three (3) teacher professional development days. Employees will keep their current "before and after" work days, which are either 5/5 or 10/10, except that School Year Secretary II positions will change to a 10/5 schedule. The hours worked for these "before and after" work days will be for six hours, except for the secretaries who currently work seven hours on these days.

- (c) All authorized employment over an employee's regularly scheduled hours shall be paid at the rate of time and one-half. However, employees who normally work less than a six (6) hour day shall not be paid time and one-half unless they exceed six (6) hours in a day.
- (d) If a member of the bargaining unit is assigned to a higher paying classification on a temporary assignment for ten (10) or more working days, the employee shall be paid on the higher salary schedule retroactive to the first day of the assignment providing the employee performs the job duties to the satisfaction of the immediate supervisor.
- (e) School Year Employees: If a temporary position (not an extension of a regular position) is available during scheduled school vacations such positions will be offered to qualified school year members of the MFES bargaining unit on the basis of seniority at their current hourly rate of pay provided they have notified the Director of Personnel of their availability annually for such assignments in writing prior to June 1st. Section (c) above, when applicable, shall have priority over this section.
- (f) After prior approval of their Supervisor, school year bargaining unit members shall have the opportunity to have their start date commence three weeks prior to the beginning of school and end one week beyond the end of the academic year, or otherwise retain their "regular" schedule.

6.6 Holidays

- (a) All full year office personnel are granted the following paid holidays:

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

\*To be taken on a non-school day during the contract year.

- (b) All school year personnel are granted the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Day

Independence Day (if working beyond July 4)\*  
Labor Day

- (c) Holidays occurring during sick leave or vacation leave shall not be counted as a day of sick or vacation leave.

#### 6.7 Vacation

- (a) Each full year employee of the unit shall be entitled to two (2) weeks vacation leave with pay each year from the completion of the first year through the fifth year of service.

Full year employees of the unit shall be entitled to three (3) weeks vacation leave with pay from the beginning of the sixth year through the tenth year of service.

Full year employees of the unit shall be entitled to four (4) weeks vacation leave with pay from the beginning of the eleventh year and thereafter.

During an employee's first year, he or she is entitled to take one (1) week of their allotted two weeks vacation following six (6) months of employment with the Meriden Board of Education.

- (b) For the purpose of calculating vacation for full year employees, years of service will be computed on a monthly basis commencing on the most recent date of hire with twelve (12) months of service equal to one (1) year. Vacations shall be scheduled so as to meet the operating requirements of the school system and preference of the employee.
- (c) Credit will be granted to employees whose service included part-time employment prior to full-time status. Employees who transfer from a full-time position to a part-time position or from a part-time position to a full-time position, shall carry with them the same number of vacation days. However, those vacation days shall then be equivalent to the daily hours worked within the new position. The procedure for calculating vacation leave for an employee transferring from a 10 month position to a full year position is outlined in Appendix E to this Agreement.
- (d) In the event of an employee's death, vacation pay as determined in the above referenced sections, will be made to the employee's estate.

#### 6.8 Sick Leave

- (a) Full year employees shall be granted full pay while absent for personal illness not to exceed fifteen (15) working days per year. Said days shall be accrued on July 1 of each year. Those not absent for personal illness the full fifteen (15) working days in any year may accumulate the unused portion of the personal illness leave

allowance up to a maximum of one hundred ninety (190) days. It is understood that when a full year employee reaches the maximum accumulation of one hundred ninety (190) days, that the maximum will not be decreased unless the employee is absent more than fifteen sick days in a given year.

- (b) In the event an employee exhausts the accumulation of personal illness days due to an extended illness, said employee shall have the right to petition the Superintendent of Schools for an extension of personal illness leave allowance.
- (c) School year employees shall be granted full pay while absent for personal illness not to exceed twelve and one-half (12.5) working days per year. Said days shall be accrued on July 1 of each year.

Those not absent for personal illness the full twelve and one-half (12.5) working days in any year may accumulate the unused portion of the personal illness leave allowance up to a maximum of one hundred thirty-five (135) days, that the maximum will not be decreased unless the employee is absent more than twelve and one-half (12.5) sick days in a given year.

- (d) The school administration shall require a medical report for absences of more than five (5) consecutive days due to illness.
- (e) In the event of an employee's death, compensation in a lump sum for that portion of unused sick leave accumulated to a maximum of ninety (90) days for school year personnel and one hundred twenty (120) days for full year personnel will be made to the employee's estate.
- (f) Employees who transfer from a full-time position to a part-time position, or from a part-time position to a full-time position, shall carry with them the same number of sick days. However, those sick days shall then be equivalent to the daily hours worked within the new position.
- (g) Sick time shall be used in increments of one hour. Employees may use sick time for medical or dental appointments which must be made during working hours. However, employees shall make all reasonable efforts to schedule such appointments outside of working hours.
- (h) Nothing in this section is intended to circumvent or supersede the provisions of Connecticut law regarding paid sick leave for qualifying employees. To the extent that Connecticut law requires the Board to provide additional benefits beyond this section to qualifying employees, the Board will comply with the applicable law.
- (i) An employee who has an illness or injury that has been accepted or approved under the Workers Compensation Act shall receive 100% compensation for three (3) months from the first day out of work due to the injury. Following the initial

three (3) month period, the worker will receive the Workers Compensation rate as determined under the Workers Compensation Act. An employee with such a compensable injury can utilize his or her sick leave to supplement the Workers Compensation rate to the employee's regular pay rate, not to exceed 100% of the employee's regular pay rate. In the event that the illness or injury is not accepted or approved under the Workers Compensation Act, the employee shall use his or her sick time for any absences. The foregoing applies except where otherwise required by law.

- (j) Absences caused by an illness or injury covered by the Workers Compensation Act shall be counted concurrently under the Family Medical Leave Act ("FMLA") for employees who are eligible for family medical leave under the applicable statutes. Employees will not be terminated in a manner that is inconsistent with the FMLA or the Workers Compensation Act.
- (k) Where an employee has been released to return to work in a limited or restricted capacity, the Board shall determine whether any limited and/or restricted duty assignments are available for the employee that would be consistent with the restrictions identified by the employee's health care provider. If such an assignment is available, the employee will be required to return to work in that assignment. All such assignments shall be temporary in nature, subject to change, and shall not constitute a permanent condition. This section is not limited to illnesses or injuries under the Workers Compensation Act.

#### 6.9 Absences due to Death in Immediate Family

All employees may be absent with full pay for up to five (5) working days on each occasion of the death of a member of the immediate family, (father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, grandchildren). All employees may be absent with full pay for up to two (2) working days on each occasion of the death of a grandparent. All employees may be absent with full pay for one (1) working day on each occasion of the death of a brother-in-law or sister-in-law.

Where the deceased is not a member of the immediate family, but unusual circumstances require the employee to be absent, the Superintendent may approve such absences under this section. If a death in the immediate family occurs during an employee's vacation period, absence will be covered under the provisions of this section and not covered under Section 6.7 - Vacation.

#### 6.10 Retirement

- (a) Employees of the unit are required to participate in the City of Meriden Municipal Employees Pension Plan according to the terms and conditions of that plan.

- (b) Retiring employees may purchase indefinitely, under the group rate of the Board of Education, the medical insurance provided by the Board, subject to the terms of the insurance carriers.
- (c) An employee who retires according to the rules and regulations established by the Board, shall be entitled to a pro-rated longevity payment at a rate computed as of the last day employed retroactive to the employee's anniversary date.
- (d) To be eligible to receive retirement benefits, the employee must meet the age and length of service requirements established by the City of Meriden Pension Plan but the employee does not have to be eligible to collect a pension under said plan.

#### 6.11 Termination

An employee who wishes to terminate employment with the Board of Education shall submit a two (2) week written notice to an immediate supervisor. An employee who separates under honorable circumstances or retires according to the rules and regulations established by the Board shall be entitled to compensation in a lump sum for one-half of that portion of unused sick leave accumulated to a maximum of ninety (90) days for school year personnel and one hundred twenty (120) days for full year personnel. The compensation shall be the rate of compensation earned by the employee at the time of separation or retirement.

#### 6.12 Authorized Absence

An employee may be absent for personal reasons up to three (3) days each year with no loss of pay, except for the day preceding or following a vacation or holiday. Employees shall make every reasonable attempt to limit absences for personal reasons to personal business that cannot be transacted at any other time. Absences for vacations shall not be authorized as personal days. Except in cases of emergency, requests must be submitted in writing to the immediate supervisor not less than two (2) days in advance. Each day shall be strictly personal and shall be granted by the system.

#### 6.13 Leave of Absence

For leaves beyond FMLA, an employee may be granted a leave of absence without pay or benefits for a definite period of time. Application for a leave shall be made in writing to the immediate supervisor and to the Superintendent of Schools at least four (4) school days before taking such leave (except in cases of emergencies) and such leave may be granted with the approval of the Superintendent, which shall not be unreasonably denied.

#### 6.14 Military Leave

Employees shall be granted a military leave of absence and any other protections in accordance with state and federal law.

6.15 Seniority

- (a) Seniority shall begin on the date of hire, with the employee hired last having the least amount of seniority and the employee hired first having the greatest amount of seniority.
- (b) Date of hire, in the event of a voluntary interruption of employment, shall mean the most recent date of hire.
- (c) All seniority shall cease, with respect to involuntary lay-off, when the lay-off has extended for a continuous period of sixty-five weeks.
- (d) The Board shall maintain a seniority list and shall provide a copy thereof to the Federation no later than December 1st of each year.
- (e) In case of a tie, seniority shall be determined by the last four (4) digits of the employee's social security number. The higher number shall have more seniority.

6.16 Lay-Off and Recall

- (a) (1) Prior to layoff, the Board will notify the Federation of impending layoffs, and if possible will meet with the Federation thirty (30) days prior to such layoff to determine the process to implement the layoff.

(2) If an agreement is not reached by the parties, the following process shall be followed:

- (i) Layoff by job classification (least senior in bargaining unit first)

<u>Class I</u>	<u>Class II</u>	<u>Class III</u>
Secretary II (full year and school year)	Secretary I (full year and school year)	Payroll Clerk Health Benefits Specialist
	Account Clerks	

- (ii) The employee whose position is being eliminated may only bump the least senior person in a lower job classification provided he/she can meet the required qualification of the position.\*

The employee being bumped may only bump the least senior person in a lower job classification provided he/she (1) has more bargaining unit seniority and (2) can meet the required qualifications.\*

- (iii) When layoff affects two or more employees in the same classification, the most senior of the two or more employees holding those positions will exercise his/her bumping option first, selecting from the total number of positions available. This process shall continue until only one laid off employee is left who will exercise his/her bumping rights as in a (a)(2)(ii) above.
- (b)
  - (1) Recall shall be within job classification by bargaining unit seniority, the last laid off being the first recalled.
  - (2) Employees will be maintained on the recall list for a period of 65 weeks.
  - (3) Recall shall be by job classification provided the employee can meet the job qualifications.\*

\*For the purposes of this section, "job qualifications" shall mean, (1) passing the test of the applicable job classification, (2) satisfactory performance of a "practicum", if applicable, and (3) a meeting of the supervisor and the employee for the purpose of discussing what the job entails and expectations of the assignment.

- (4) If the employee is offered a position when on the recall list, and refuses it, the employee shall be placed at the bottom of the recall list.
- (5) If the employee refuses three offered positions while on the recall list, said employee will be removed from the list.
- (6) Employees recalled to a new position shall be subject to a 60 day "probationary period" for the purpose of determining the ability to do the job. If the employee does not satisfactorily complete this "probationary period" he/she shall be returned to the recall list for a 65 week period.
- (c) All benefits for which a cash payment has not been made at the time of layoff, shall be immediately reinstated upon rehire, as if the layoff had not occurred.

#### 6.17 Temporary Positions

All secretarial/clerical positions that are of a temporary nature and are expected to be at least 240 hours, but less than 600 hours of work shall be posted as follows:

- a. these positions will be posted as temporary positions in the secretarial/clerical bargaining unit and the posting will clearly identify the temporary nature of these positions;
- b. employees hired for these positions will be paid the beginning step of the appropriate hourly rate for that job classification. Former Board employees will be paid the hourly rates of the appropriate classification based on their former step;

- c. employees hired for these positions will not receive any holiday pay, vacation pay, sick days or fringe benefits (insurance);
- d. there will be no accrual of seniority by employees in these positions;
- e. the Board has the right to terminate employees from these positions and such terminations will not be subject to appeal through the grievance procedure (Article III);
- f. the Board shall not unnecessarily or artificially restrict the hours of temporary positions to stay below the 600 hour limit;
- g. the Board shall have the right to refuse to hire any employee for the referenced temporary positions if hiring such employee will result in his/her entitlement to overtime compensation;
- h. when a temporary position is vacated after the completion of 50% of the number of hours specified in the posting, a replacement can be hired to complete the hours without reposting the position.
- i. If the same temporary position is posted for more than (2) consecutive years, the Board shall be required to discontinue the position or post it as a regular or part-time position with all of the rights and benefits under this contract.

6.18 Professional Development

Bargaining unit members shall be afforded the opportunity to attend at no cost any Adult Education bilingual classes and trainings as long as space is available.

The Board may offer a professional development day on non-school days for school year employees. School year employees will have the option to participate, and those who choose to participate will receive straight time pay for the hours of the training. The Board may require full year employees to participate in professional development days during their regular work day.

ARTICLE VII

PRIOR POLICIES AND BENEFITS

7.1A Prior Policies and Benefits

Neither Party shall be required during the term of this contract to re-negotiate any of the provisions of this Agreement. This Agreement may not be modified in whole or in part except by mutual agreement of the parties and they must execute such agreement in writing.

This, in no way, shall interfere with the statutory responsibilities, obligations, and prerogatives necessary for the Board to properly operate and manage the Meriden School System.

Any item not covered in this Agreement may be governed by existing policies, rules or regulations of the Board.

- 7.1B 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 City of Meriden, in all its aspects, including, but not limited to, the following:

To determine the type of work to be performed by the staff; to assign all work to employees or other persons; to determine shift schedules and hours of work; to decide the methods, procedures, and means of conducting the work; to select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for cause, to promote, transfer, and lay off any employee. These rights, responsibilities and prerogatives are not subject to delegation in whole or part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this Agreement.

## ARTICLE VIII

### FEDERATION RIGHTS

#### 8.1 Federation Rights

All new employees may join the Federation and pay union dues through payroll deduction or by check to the Federation. All present employees who are members of the Federation on the effective date of this Agreement shall remain members of the Federation by payment of their weekly dues. All monies shall be forwarded to the Federation monthly. Dues revocations are processed by the Federation. In the event that an employee revokes their dues, the Federation will notify the Board of the revocation.

The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees, in both their individual and official capacities, from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above payroll deduction provisions, or in reliance on any list, notice, certifications of deductions or revocations.

8.2 Hold Harmless Provision

Upon the payment thereof to the Federation, the Federation shall indemnify the Board and hold it harmless with respect to all aspects of administering the Federation's dues and representation fee deductions permitted by the provisions of this Agreement.

8.3 Contract Distribution

The Federation will provide each employee with a copy of this Agreement not later than thirty (30) days after the signing of this Agreement. The Board will provide new employees with a copy of this Agreement at the time of hire.

8.4 Superseniority

The Federation will notify the Superintendent or his/her designee of the names of the Union Executive Board. The Co-Presidents or the President and Vice-President, but not more than two (2) persons, shall be accorded superseniority for the purpose of protecting the officers from lay-off and involuntary transfer.

ARTICLE IX

SAVINGS CLAUSE

9.1 In the event that any provision of this Agreement is, or shall be, contrary to law, all other provisions of this Agreement shall continue in effect. Appropriate consultation and negotiation with the Federation shall take place regarding any possible substitute action.

ARTICLE X

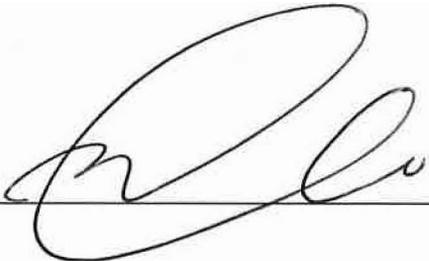
DURATION OF AGREEMENT

10.1 The provisions of this Agreement shall be effective from July 1, 2019 to June 30, 2022, except where otherwise stipulated in this Agreement or where present Board policies remain in effect.

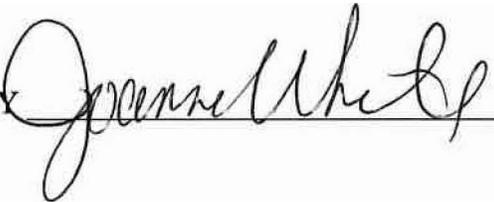
10.2 This Agreement shall remain in force until such time as a successor Agreement shall have been reached.

In Witness Whereof, the Parties hereunto set their hands and seals this 19<sup>th</sup> day of November, 2019.

MERIDEN BOARD OF EDUCATION

BY 

MERIDEN FEDERATION OF  
EDUCATIONAL SECRETARIES

BY 

**APPENDIX A-1**

**FULL YEAR July 1 2019 - June 30, 2020 + \$500 to top step, then 2% increase**

	4	5	6	7	8
<b>GROUP A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	\$ 18.07	\$ 18.90	\$ 19.80	\$ 20.75	\$ 23.77
<b>Secretary II</b> formerly Clerk II & Receptionist  1820	32,887.40	34,398.00	36,036.00	37,765.00	43,261.40
<b>GROUP B</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	\$ 20.75	\$ 21.74	\$ 22.88	\$ 23.93	\$ 27.41
<b>Secretary I/Account Clerk</b> formerly Secretary/Accnt Clerk  1820	\$37,765.00	\$39,566.80	\$41,641.60	\$43,552.60	\$49,886.20
<b>GROUP C</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	\$ 22.40	\$ 23.56	\$ 24.63	\$ 25.89	\$ 29.57
<b>Payroll/Health Benefits</b>  1820	\$40,768.00	\$42,879.20	\$44,826.60	\$47,119.80	\$53,817.40

**APPENDIX A-2**

**SCHOOL YEAR July 1 2019 - June 30, 2020 + \$500 to top step, then 2% increase**

	4	5	6	7	8
	B	C	D	E	F
<b>Group A</b>	\$ 18.07	\$ 18.90	\$ 19.80	\$ 20.75	\$ 24.34
<b>Elementary Secretary II 3 hr 5/5</b>					
Formerly Elementary Clerk II 3 hr 5/5	\$10,896.21	\$ 11,396.70	\$ 11,939.40	\$ 12,512.25	\$ 14,677.02
603					

	B	C	D	E	F
	\$ 18.07	\$ 18.90	\$ 19.80	\$ 20.75	\$ 23.86
<b>Secretary II 7 hr 5/5 6 hr</b>	\$25,243.79	\$ 26,403.30	\$ 27,660.60	\$ 28,987.75	\$ 33,332.42
1397					

	B	C	D	E	F
	\$ 18.07	\$ 18.90	\$ 19.80	\$ 20.75	\$23.85
<b>Secretary II 7 hr 5/5 7 hr (formerly Library Clerk)</b>	\$25,424.49	\$ 26,592.30	\$ 27,858.60	\$ 29,195.25	\$ 33,556.95
1407					

	B	C	D	E	F
	\$ 18.07	\$ 18.90	\$ 19.80	\$ 20.75	\$ 23.85
<b>Secretary II 7 hr 10/5 6 hr</b>	\$25,785.89	\$ 26,970.30	\$ 28,254.60	\$ 29,610.25	\$ 34,033.95
1427					

	B	C	D	E	F
	\$ 18.07	\$ 18.90	\$ 19.80	\$ 20.75	\$ 23.84
<b>Secretary II 7 hr 10/10 6 hr</b>	\$26,327.99	\$ 27,537.30	\$ 28,848.60	\$ 30,232.75	\$ 34,734.88
1457					

	B	C	D	E	F
	\$ 18.07	\$ 18.90	\$ 19.80	\$ 20.75	\$ 23.84
<b>Secretary II 7 hr 10/10 7 hr</b>	\$26,689.39	\$ 27,915.30	\$ 29,244.60	\$ 30,647.75	\$ 35,211.68
1477					

**GROUP B**

	B	C	D	E	F
	\$ 20.75	\$ 21.74	\$ 22.80	\$ 23.93	\$ 27.48
<b>SY Secretary 6 hr 11/10 hr</b>	\$30,606.25	\$ 32,066.50	\$ 33,630.00	\$ 35,296.75	\$ 40,533.00
1475					

**APPENDIX B-1**

**FULL YEAR July 1 2020 - June 30, 2021 2% increase**

		4		5		6		7		8
<b>GROUP A</b>	<b>B</b>		<b>C</b>		<b>D</b>		<b>E</b>		<b>F</b>	
	\$	18.43	\$	19.28	\$	20.20	\$	21.17	\$	24.25
<b>Secretary II</b> formerly Clerk II & Receptionist		\$33,542.60		\$35,089.60		\$36,764.00		\$38,529.40		\$44,135.00
<b>1820</b>										

<b>GROUP B</b>	<b>B</b>		<b>C</b>		<b>D</b>	
	\$	21.17	\$	22.17	\$	23.34
<b>Secretary I/Account Clerk</b> formerly Secretary/Accnt Clerk		\$38,529.40		\$40,349.40		\$42,478.80
						\$44,426.20
<b>1820</b>						\$50,887.20

<b>GROUP C</b>	<b>B</b>		<b>C</b>		<b>D</b>	
	\$	22.85	\$	24.03	\$	25.12
<b>Payroll/Health Benefits</b>		\$41,587.00		\$43,734.60		\$45,718.40
						\$48,066.20
<b>1820</b>			<b>1820</b>			\$54,891.20

**APPENDIX B-2**

**SCHOOL YEAR July 1 2020 - June 30, 2021 2% increase**

	4	5	6	7	8
	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Group A</b>	\$ 18.43	\$ 19.28	\$ 20.20	\$ 21.17	\$ 24.83
<b>Elementary Secretary II 3 hr 5/5</b>	\$11,113.29	\$ 11,625.84	\$ 12,180.60	\$ 12,765.51	\$ 14,972.49
603					

	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Secretary II 7 hr 5/5 6 hr</b>	\$ 18.43	\$ 19.28	\$ 20.20	\$ 21.17	\$ 24.34
	\$25,746.71	\$ 26,934.16	\$ 28,219.40	\$ 29,574.49	\$ 34,002.98
1397					

	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Secretary II 7 hr 5/5 7 hr (formerly Library Clerk)</b>	\$ 18.43	\$ 19.28	\$ 20.20	\$ 21.17	\$ 24.33
	\$25,931.01	\$ 27,126.96	\$ 28,421.40	\$ 29,786.19	\$ 34,232.31
1407					

	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Secretary II 7 hr 10/5 6 hr</b>	\$ 18.43	\$ 19.28	\$ 20.20	\$ 21.17	\$ 24.33
	\$26,299.61	\$ 27,512.56	\$ 28,825.40	\$ 30,209.59	\$ 34,718.91
1427					

	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Secretary II 7 hr 10/10 6 hr</b>	\$ 18.43	\$ 19.28	\$ 20.20	\$ 21.17	\$ 24.32
	\$26,852.51	\$ 28,090.96	\$ 29,431.40	\$ 30,844.69	\$ 35,434.24
1457					

	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Secretary II 7 hr 10/10 7 hr</b>	\$ 18.43	\$ 19.28	\$ 20.20	\$ 21.17	\$ 24.32
	\$27,221.11	\$ 28,476.56	\$ 29,835.40	\$ 31,268.09	\$ 35,920.64
1477					

**GROUP B**

	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>SY Secretary 6 hr 11/10 hr</b>	\$ 21.17	\$ 22.17	\$ 23.34	\$ 24.41	\$ 28.03
	\$31,225.75	\$ 32,700.75	\$ 34,426.50	\$ 36,004.75	\$ 41,344.25
1475					

**APPENDIX C-1**

**FULL YEAR July 1 2021 - June 30, 2022 1.95% increase**

<b>GROUP A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	\$ 18.79	\$ 19.66	\$ 20.59	\$ 21.58	\$ 24.72
<b>Secretary II</b> formerly Clerk II & Receptionist 1820	\$34,197.80	\$35,781.20	\$37,473.80	\$39,275.60	\$44,990.40

<b>GROUP B</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Secretary I/Account Clerk</b> formerly Secretary/Accnt Clerk 1820	\$ 21.58	\$ 22.60	\$ 23.80	\$ 24.89	\$ 28.51
	\$39,275.60	\$41,132.00	\$43,316.00	\$45,299.80	\$51,888.20

<b>GROUP C</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	\$ 23.30	\$ 24.50	\$ 25.61	\$ 26.92	\$ 30.75
<b>Payroll/Health Benefits</b> 1820	\$42,406.00	\$44,590.00	\$46,610.20	\$48,994.40	\$55,965.00

**APPENDIX C-2**

**SCHOOL YEAR July 1 2021 - June 30, 2022 1.95% increase**

	4	5	6	7	8
	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Group A</b>	\$ 18.79	\$ 19.66	\$ 20.59	\$ 21.58	\$ 25.31
<b>Elementary Secretary II 3 hr 5/5</b>	\$11,330.37	\$ 11,854.98	\$ 12,415.77	\$ 13,012.74	\$ 15,261.93
603					

	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Secretary II 7 hr 5/5 6 hr</b>	\$ 18.79	\$ 19.66	\$ 20.59	\$ 21.58	\$ 24.81
	\$26,249.63	\$ 27,465.02	\$ 28,764.23	\$ 30,147.26	\$ 34,659.57
1397					

	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Secretary II 7 hr 5/5 7 hr (formerly Library Clerk)</b>	\$ 18.79	\$ 19.66	\$ 20.59	\$ 21.58	\$ 24.80
	\$26,437.53	\$ 27,661.62	\$ 28,970.13	\$ 30,363.06	\$ 34,893.60
1407					

	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Secretary II 7 hr 10/5 6 hr</b>	\$ 18.79	\$ 19.66	\$ 20.59	\$ 21.58	\$ 24.80
	\$26,813.33	\$ 28,054.82	\$ 29,381.93	\$ 30,794.66	\$ 35,389.60
1427					

	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Secretary II 7 hr 10/10 6 hr</b>	\$ 18.79	\$ 19.66	\$ 20.59	\$ 21.58	\$ 24.79
	\$27,377.03	\$ 28,644.62	\$ 29,999.63	\$ 31,442.06	\$ 36,119.03
1457					

	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Secretary II 7 hr 10/10 7 hr</b>	\$ 18.79	\$ 19.66	\$ 20.59	\$ 21.58	\$ 24.79
	\$27,752.83	\$ 29,037.82	\$ 30,411.43	\$ 31,873.66	\$ 36,614.83
1477					

**GROUP B**

	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>SY Secretary 6 hr 11/10 hr</b>	\$ 21.58	\$ 22.60	\$ 23.80	\$ 24.89	\$ 28.58
	\$31,830.50	\$ 33,335.00	\$ 35,105.00	\$ 36,712.75	\$ 42,155.50
1475					

**APPENDIX D**  
**INSURANCE**

Meriden BOE HDHP-HSA 2019-2022

Cost Shares Provisions	In-Network	Out-of Network
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum (includes deductible and out-of-network co-insurance if applicable)	\$2,000 individual coverage/\$4,000 family coverage	\$4,000 individual coverage/\$8,000 family coverage
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible	

For those employees ineligible for the HDHP-HSA, the CIGNA Open Access Plus Plan as implemented by the City of Meriden on February 1, 2011 will apply, which has the following features:

Prescription Drug Benefits:

- \$10.00 co-pay for generic brand prescription drugs
- \$15.00 preferred
- \$25.00 non-preferred

Retail and mail order purchases of prescriptions are subject to the applicable 3-tier co-pay

Retail purchases of prescriptions are limited to a 34-day supply or 100-unit dose (whichever is greater) for a single co-pay

Mail order purchases of prescriptions provide for a 100-day supply for a single co-pay

Office visit co-pay:

- \$15.00 co-pay per visit

## **APPENDIX E**

### **PROCEDURES FOR CALCULATING CLERICAL VACATION** **10-MONTH TO FULL-YEAR STATUS** **Effective Date June 1, 2010**

#### **STEP 1:**

Calculate the months of service:

- a. Full time school year employees receive 1 month of service for each month worked;
- b. Part time (3 or 4 hour) school year employees only earn a fraction of a month for each month worked

#### **STEP 2:**

Determine number of vacation days an employee qualifies for according to years of service:

- a. Full years of service are used to determine weeks of vacation earned

#### **STEP 3:**

Determine vacation renewal date:

- a. Vacation will renew 12 months from the time an employee accepts a full- year position less any partial years an employee worked

For example:

1. An employee who works 22 months will have a vacation renewal date in two months;
- ii. An employee who works 61 months will have a vacation renewal date in 11 months;
- iii. An employee who works 30 months will have a vacation renewal date in 6 months

**STEP 4:**

Determine number of vacation days:

- a. Convert number of months employee has worked into years;
- b. Assign weeks of vacation based on the number of years employee has worked;
- c. Assign pro-rated time based on vacation renewal date

**EXAMPLES:**

***#1: June 1 start date for employee with 22 months of service***

- i. One year of service qualifies employee for 10 days of vacation
- ii. Vacation renewal date would be August 1
- iii. Employee would qualify for 2 vacation days until renewal date

**$(10 \text{ days} / 12 \text{ months}) \times 2 \text{ months to vacation renewal date} = 1.67 \text{ days}$**

***#2: June 1<sup>st</sup> start date for employee with 25 months of service***

1. Two years of service qualifies employee for 10 days of vacation
- ii. Vacation renewal date would be May 1
- iii. Employee would receive 9 days of vacation until renewal date

**$(10 \text{ days} / 12 \text{ months}) \times 11 \text{ months to vacation renewal date} = 9.16 \text{ days}$**

***#3: June 1<sup>st</sup> start date for employee with 66 months of service***

- i. 5 years of service qualifies employee for 15 days of vacation
- ii. Vacation renewal date would be December 1
- iii. Employee would receive 7.5 days of vacation until renewal date

**$(15 \text{ days} / 12 \text{ months}) \times 6 \text{ months to vacation renewal date} = 7.5 \text{ days}$**

***#4: June 1<sup>st</sup> start date for employee with 143 months of service***

1. 11 years of service qualifies employee for 20 days of vacation
- ii. Vacation renewal date is July 1
- iii. Employee would receive 2 days of vacation until renewal date

**$(20 \text{ days} / 12 \text{ months}) \times 1 \text{ month to vacation renewal date} = 1.66 \text{ days}$**

