

AGREEMENT
BETWEEN
THE PLAINFIELD BOARD OF EDUCATION
AND
LOCAL 1303-189 OF
CONNECTICUT COUNCIL #4
AFSCME, AFL-CIO

Execution of New Contract - June 30, 2026

PARA-EDUCATORS

November 16, 2023

CONTRACT BETWEEN PLAINFIELD BOARD OF EDUCATION & LOCAL 1303-189, COUNCIL #4

This Agreement is made and entered into by and between the Plainfield Board of Education (hereinafter referred to as the "Board"), and Local 1303-189 of Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

**ARTICLE I
RECOGNITION**

Section 1.1

The Plainfield Board of Education recognizes the Union as the exclusive bargaining representative for the Plainfield Association of Para-educators, which include the following types of para-educators in the school system: Instructional, Pupil, Library, Transportation and Courier. Job Classifications: Ten-month full-time, Twelve-month part-time, Ten-month part-time. The Union shall represent them for the purposes of and with all the rights and privileges as provided by MERA 7-467.

**ARTICLE II
BOARD RIGHTS**

Section 2.1

It is recognized that the Plainfield Board of Education has and will continue to retain whether exercised or not, the sole and unquestioned right to direct the operation of the programs in the school district in all aspects including, but not limited to, the following:

To determine the type of work to be performed; to assign all work to employees; to determine 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 maintenance of discipline and 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 employees. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this agreement.

**ARTICLE III
UNION RIGHTS**

Section 3.1 – Union Dues

Employees in the bargaining unit may choose to voluntarily become a members of the Union. By the thirtieth (30th) day following employment, the Board shall notify the Union of a new employees being hired in the bargaining unit. The sum that represents Union dues deduction shall be certified to the Board as constituting such by the day authorized by the financial officer of the Union.

Section 3.2 – Remittance

The Board agrees to forward to Council 4 a check for the amount deducted within ten (10) days of the end of each month. The Board shall include with the initial check a list of employees for whom such deductions were made. Whenever the number of employees who authorize a Union dues deduction, increase or decrease, the list shall be updated and forwarded to the Union.

Section 3.3 – Indemnification

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

Section 3.4 – Steward

The Union Steward shall be permitted to meet with supervisory personnel or the grievant concerning pending grievances at mutually acceptable times including regular work hours, provided work requirements permit as determined by the School Principal.

**ARTICLE IV
WAGES**

Section 4.1 – Wages

See Appendix A.

Section 4.2 - Pay for Work Out of Job Class

Whenever a para-educator is utilized to work in another job class, that employee shall receive the entry level pay of that job class or \$1 higher than their own pay rate whichever is the higher of the two rates of pay for all hours worked. This section excludes pay for certified positions.

Section 4.3 - Substitute Teacher

Any para-educator who is qualified by law to work as a substitute teacher, and is assigned by the administration to work as a substitute teacher for at least two (2) hours in any workday shall be paid \$1 per hour more for all hours worked that day.

Section 4.4 - Substitute List

Any para-educator who wishes to be considered for substitute assignments shall forward their name to the Superintendent or designee.

Section 4.5 – Pay Periods and Direct Deposit

Full-time employees shall have the option to receive annual wages in twenty-six (26) or twenty-seven (27) bi-weekly payments. All bargaining unit employees shall be paid through direct deposit payments.

Section 4.6 – Specialized programs

\$1 per hour wage differential for paraprofessionals working in the ISP, ILP, RSP and Life Skills programs.

**ARTICLE V
WORK SCHEDULE**

Section 5.1

The Administration shall make every effort to notify para-educators of their building and/or program assignments by August 15th of each school year. The parties recognize that assignments are subject to change during the course of the year to meet the educational needs of students and operational needs of the district.

The Superintendent or designee reserves the right to make adjustments to employee assignments and/or schedules following a discussion with the bargaining unit president or designee and the affected employee. Any adjustments to assignments and/or schedules will not be arbitrary or capricious.

Section 5.2

The Superintendent of Schools or designee will determine the work schedule, including the hours of work each day. For individuals working transportation and pre-k positions, work days may be split into two separate shifts, separated by at least 1.5 hours in length. The standard work year for all para-educators will be not less than one hundred eighty (180) days. Work days in addition to the standard work year are listed in this article and other articles.

Section 5.3

Para-educators who work 5 hours or more per day shall be entitled to an unpaid one-half (1/2) hour duty free lunch at a time designated by the building Principal or the Superintendent of Schools or designee.

Section 5.4

Para-educators' typically will work six (6) or more hours per day. Their hours may change, as determined by the Superintendent or designee.

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“Ten-month full-time employees” shall work five (5) days each week, six (6) hours or more per day, Monday through Friday.

“Twelve-month part-time employees” shall work twenty-seven and half (27.5) hours or fewer per week.

“Ten-month part-time employees” shall work twenty- seven and half (27.5) hours or fewer per week.

Section 5.5

Part-time employees who work more than twenty-seven and half (27.5) hours per week continuously for a twelve week cycle or more shall receive all benefits of regular full-time permanent para-educators for the remainder of the school year.

Section 5.6

The following position will be scheduled for workdays in addition to the standard work year:

Library para-educators (up to 5 FT) – four (4) additional days to the instructional year

Additional workdays and duties commensurate with the position will be scheduled at the discretion of the school administrator between the close of the school year and the opening of the next school year.

Section 5.7

When there is a scheduled shortened day:

- A. Full-time para-educators may work their regularly scheduled hours, may utilize the option to access personal time to supplement the lost hours on a shortened day, or may elect to work only the hours of the scheduled shortened day (and be paid only for the hours worked).
- B. Part-time para-educators will be provided the opportunity to work their daily hours within the scheduled shortened day.

All work will be assigned by the principal within the duties of a para-educator.

For the purposes of this paragraph, a “scheduled shortened day” is defined as a day that the Board designates as a shortened instructional day for students as part of the Board’s process of setting the school calendar for the upcoming school year.

ARTICLE VI
PROFESSIONAL DEVELOPMENT

Section 6.1

Employees are required to attend four (4) professional development days in addition to the instructional school year. Para-educators are required to be in attendance at such professional development days, unless the Superintendent or the Superintendent's designee specifically authorizes a para-educator's absence for a contractually approved reason, such as illness or other unavoidable reason provided such reason is approved by the Superintendent. The schedule for professional development days shall be five (5) hours in length. Employees will be notified of the professional development days at the beginning of the school year.

Section 6.2 - Educational Workshops

Educational workshops that benefit employees in the performance of their duties shall be paid hours of attendance as long as the request is made in advance and approval is granted by the Superintendent of Schools or designee.

ARTICLE VII
HOLIDAYS

Section 7.1

Ten-month full-time employees shall be entitled to the following holidays with pay:

New Year's Day	Columbus/Indigenous People's Day
Martin Luther King Day	Veterans Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Labor Day	

Ten-month part-time employees shall be entitled to the following holidays with pay:

Good Friday	Thanksgiving Day
Labor Day	Christmas Day

All part-time twelve-month employees shall be entitled to the following holidays with pay, prorated in accordance with hours of work:

New Year's Day	Labor Day
Martin Luther King Day	Columbus/Indigenous Peoples' Day
Presidents' Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving

Fourth of July

Christmas Day

Section 7.2

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

ARTICLE VIII
LEAVE PROVISIONS

Section 8.1- Sick Leave

All twelve-month employees shall be entitled to sick leave with pay up to fourteen (14) days per year. Unused sick days shall accumulate to one hundred (100) days. The fourteen (14) annual days shall be added to the accumulated total available at the beginning of the contract year.

Each full-time ten-month employee shall be entitled to sick leave with pay up to eleven (11) days per year. Unused sick days shall accumulate to one hundred (100) days. The eleven (11) annual days shall be added to the accumulated total available at the beginning of the contract year.

Part-time ten-month employees shall be entitled to sick leave with pay up to eleven (11) days per year. Unused sick days shall accumulate to eighty-five (85) days. The eleven (11) annual days shall be added to the accumulated total available at the beginning of the contract year.

The immediate supervisor may require any employee to bring in a notice from his/her physician documenting the illness or incapacity upon return to work.

Sick leave accumulates from the date of hire. Sick leave is pro-rated for a partial year of employment. In order to utilize paid sick leave, an employee must have completed his/her probationary period.

Up to five (5) of these sick days may be used for illness in the immediate family (defined as spouse, child, parent, or family member residing in the household).

Section 8.2- Personal Leave

Each full-time employee, with the permission of his/her immediate supervisor, may be granted with pay three (3) leave days per year which shall be used for necessary personal business only. Necessary personal leave shall be non-cumulative. Except in the case of an emergency, employees must request permission from their immediate supervisor to take such leave at least forty-eight (48) hours in advance.

Part-time employees may be granted up to two (2) personal days each year without accumulation.

Section 8.3- Jury Duty

If an employee is called upon to serve jury duty, he/she shall be compensated at his/her full pay during time missed from work less any compensation received for such jury duty. An attempt should be made to serve the duty on non-school days when possible.

Section 8.4 - Bereavement Leave

All employees shall be entitled to bereavement leave. Bereavement leave shall include five (5) excused days including the day of the funeral for a death in the immediate family (Immediate family shall include: spouse, child, sibling, parent, any step family members of the preceding, or a person permanently residing in the employee's household). Child shall be defined to include step-child, adopted child, and foster child. Three (3) excused days including the day of the funeral shall be granted for the death of a mother-in-law, father-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, and sibling-in-law.

Section 8.5 - Maternity Leave

Maternity leave shall be provided in accordance with State Statutes. (See Appendix C) An extended leave of absence for childrearing may be granted by the Board upon application by the employee (father or mother). Said application must be made to the Board at least sixty (60) days prior to the estimated delivery date of the child. Such leave shall be without pay and shall not exceed one (1) year. The employee may continue his/her fringe benefits during such extended leave at his/her own expense. An extended leave of absence for childrearing may also be granted in cases of adoption. Employees granted this extended leave of absence will not accrue seniority while on the extended leave of absence.

Section 8.6 - Leaves of Absence

The Superintendent or designee may grant leaves of absence without pay. Requests for such leave shall be made in writing to the Superintendent and shall include a statement of the reasons for the leave and length of leave requested. Except as provided in this paragraph, employees are not authorized for unpaid leave. Leaves taken without prior signed approval of the Superintendent or designee will be unpaid and may be subject to discipline.

Section 8.7 - FMLA

Eligible para-educators shall be permitted to take FMLA qualifying leave as provided by Conn. Gen. Stat. Section 31-51rr, as it may be amended from time to time. This section is for informational purposes only.

Section 8.8 - School Cancellation Days/ Delayed Start to School Days / Early Release Days

I. School Cancellation Days

- A. Full-time and part-time para-educators are not scheduled to work on school cancellation days since students will not be in attendance. A para-educator may not

use personal time to recover wages on a school cancelation day since an additional instructional day will be added to the school calendar.

II. Delayed Start to the School Days

- A. Full-time para-educators will be paid for their hours of service.
 - 1. Para-educators who arrive at the regularly scheduled time will be paid for the full day.
- B. Part-time para-educators may arrive at the regularly scheduled time to work their regularly scheduled hours.
- C. In the event that the Superintendent permits para-educator personnel to arrive after their scheduled arrival time due to extreme weather conditions as determined by the Superintendent, para-educator personnel will suffer no loss of pay and will not be required to use accrued leave time.

III. Early Release Days

- A. Full-time para-educators may use personal time, if applicable, to supplement the lost hours.
- B. Part-time para-educators may use personal time, if applicable, to supplement the lost hours, or;
- C. Part-time para-educators may request that the Principal identify additional hours and duties during the next two (2) successive school weeks to off-set the lost hours.
- D. Full-time para-educators may request that the Principal identify additional hours and duties during the next two (2) successive school weeks to off-set the lost hours.
- E. In the event that the Superintendent dismisses para-educator personnel early due to extreme weather conditions as determined by the Superintendent, para-educator personnel will suffer no loss of pay and will not be required to use accrued leave time.

Section 8.9 – Summer Work

Summer positions shall first be offered to para-educators who are currently employed by the Board.

Section 8.10

Any full-time para-educator who is subsequently reduced to a part-time para-educator shall retain all of their leave accruals earned as a full-time para-educator for the purposes of this Article.

ARTICLE IX
SENIORITY

Section 9.1

Seniority shall be defined as an employee's length of continuous employment with the Plainfield Board of Education while in the bargaining unit.

Section 9.2

Seniority shall not be deemed broken by any authorized leave, whether such leave is with or without pay, although seniority will not accrue during unpaid leave. Seniority will not be broken and will accrue while an employee is receiving Worker's Compensation benefits.

Section 9.3

When a reduction in employment becomes necessary, layoffs shall occur in the following order: probationary employees first, then part-time employees working twenty-seven and half (27.5) hours or less per week, in order of inverse seniority, then all others in order of inverse seniority.

A bargaining unit member who is laid off shall have recall rights for a period of two years from the date of lay-off. No new bargaining unit member shall be hired while a bargaining unit member possesses recall rights and is ready, willing and able to work. A bargaining unit member shall be notified of an opening within the bargaining unit by email sent to the employee's last known email address. It shall be the employee's responsibility to notify the Superintendent of Schools of the employee's current email address. An employee who declines an offer of re-employment shall forfeit recall rights. Failure to respond in writing to a notice of an opening within five (5) working days after the emailing of the notice shall be deemed a refusal to accept re-employment. Returning employees must return to work within fourteen (14) calendar days from the date of the emailing of notification. The laid off employee with the most seniority within their respective class who responds to notifications shall be re-hired.

Section 9.4 - Vacancies

Vacancies of positions which are caused by death, retirement, discharge, resignation or the creation of a new position shall be filled (after any transfers are completed) pursuant to the following procedure:

- A. The vacant position(s) shall be adequately publicized within the system including a notice by email to each member of the bargaining unit sent to the district email address of record. After five (5) working days, in the event that no qualified internal applicants are found, the position will be posted externally.
- B. Such notice of vacancy shall set forth the qualifications for the position, and shall indicate whether it is a single or multiple openings.
- C. Persons desiring to apply for such vacancies shall file their applications in writing with the Superintendent of Schools or designee within the time limit specified in the

notice. Within thirty (30) days after a position is filled, the Board shall provide the Union with a list of bargaining unit applicants and the name of the person appointed to the position.

- D. Such position shall be filled on the basis of qualifications by the most ~~senior~~ qualified applicant based on skills, relevant experience, credentials and evaluations. When two (2) or more applicants are equal in qualifications based on these factors, the applicant with the greatest seniority shall be appointed to the position.
- E. When a full-time opening is filled by a full-time employee, the BOE will allow one (1) re-posting of the opening caused by the transfer.

Section 9.5 - Seniority List

The Board shall prepare a list of bargaining unit employees showing their seniority in length of service with the Board and deliver same to the Union on December 1 of each year. New employees shall be added to this list upon completion of their probationary period. The Union shall be notified of all new hires with their address, start date and job classification.

Section 9.6 - Probation

Newly hired para-educators shall serve a probationary period of sixty continuous (60) work days actually worked by the employee. Such actual service shall be continuous, except it may be interrupted by up to four (4) days total for approved personal leave and/or approved unpaid bereavement leave. In such circumstances, the employee's probationary period shall be extended by the number of days taken for approved leave (e.g. if an employee is approved for two (2) days personal leave plus two (2) days bereavement leave, the employee's probationary period shall consist of sixty-four (64) consecutive working days, of which the employee shall actually work sixty (60) days).

If an employee misses more than four (4) days total in his/her sixty (60) day probationary period, the employee shall lose his/her status as a probationary employee. During the probationary period, an employee is not eligible for any contractual benefits other than two (2) personal leave days and such unpaid bereavement leave as may be approved by the Superintendent. During this period, the Board of Education can discipline probationary employees and those employees shall have no recourse to the grievance procedure. Such discipline may include termination of employment.

ARTICLE X
INSURANCE

Section 10.1

Full-time employees in the bargaining unit shall be entitled to insurance coverage as provided on the effective date of this Agreement. Except as provided below, in order to be eligible for insurance coverage as a full-time employee under this Agreement, an employee must work a weekly schedule of greater than twenty-seven and one-half (27.5) hours per week. See Article 5.5

Section 10.2

In each case where the name of a particular company or plan has been used by the Board, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company with any specific plan. In each case, the Board is free to seek comparable coverages and benefits with other companies.

Section 10.3

The Board shall provide each full-time paraeducator the following benefits. The Board of Education shall pay part of all insurance benefits set forth below in paragraphs A through C. Each paraeducator who participates in these benefits is responsible for paying her/his share of such costs, as set forth below in paragraph D.

- A. The Board shall provide all eligible employees with group health insurance benefits pursuant to an agreement between the Board of Education and, currently, CIGNA (“Administrator”). Each year, each eligible employee may choose to participate in the health insurance plan for him/herself and eligible dependent.
1. The plan which is currently being administered is known as the CIGNA Open Access Plus Program which includes:
 - (a) Twenty dollar (\$20) office co-pay.
 - (b) Five hundred dollar (\$500) hospital co-pay per admission.
 - (c) One hundred dollar (\$100) out-patient surgery co-pay.
 - (d) One hundred dollar (\$100) emergency room co-pay.
 - (e) Ten dollar [\$10] generic/twenty dollar [\$20] listed brand/thirty dollar [\$30] non-listed brand Managed Three Tier public sector prescription drug component with an unlimited calendar year maximum.
- B. High Deductible Health Plan/Health Savings Account (HDHP/HSA)
1. Effective July 1, 2024, the Board shall provide eligible employees and their eligible dependents with a High Deductible Health Care Plan with a Health Savings Account feature pursuant to an agreement between the Board and currently, CIGNA Healthcare (“Administrator”). The details of this plan are set forth in Appendix D (for informational purposes only) and in the master description of benefits on file in the Superintendent’s Office.

For the 2024-2025 and 2025-2026 school years, the Board will fund fifty percent (50%) of the two thousand two hundred fifty/four thousand five hundred dollar (\$2,250/\$4,500) HSA deductible amount. In the 2024-2025 contract year, the Board’s contribution toward the HSA deductible will be deposited into the HSA accounts on

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the first payroll date in September. In subsequent years, the Board’s contribution toward the HSA deductible will be deposited into the HSA accounts in two (2) equal installments, the first one on the first payroll date in September and the second (2nd) one on the first payroll date in January. The parties acknowledge that the Board’s contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees, The Board shall have no obligation to fund any portion of the HSA deductible for any retirees or other individuals upon their separation from employment with the school district.

- (a) Post-deductible prescription coverage shall be through a three (3)-tier drug formulary plan, subject to co-payments of zero-dollar (\$0) generic formulary/twenty-dollar (\$20) brand formulary/thirty dollar (\$30) non-formulary with an unlimited calendar year maximum. Mail order prescription at two (2) times the applicable copayments for a thirty-one (31)-ninety (90) day supply with an unlimited calendar year maximum.
- (b) A Health Reimbursement Account (HRA) will be set up for any employee who is precluded from participating in a Health Savings Account (HSA) because the employee receives Medicare and/or veteran’s benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board’s annual HSA contribution for employees enrolled in the HSA..

C. Term Life Insurance for the para-educator shall be \$25,000 (Twenty-Five Thousand Dollars).

D. Insurance carriers may be changed by the Board at any time provided the new insurance carrier provides similar benefit coverage. The details of the insurance plans are set forth in the master description of benefits on file in the Superintendent’s office.

E. 1. All employees shall share the cost of provided insurance benefits during the 2023-2024 contract year as follows:

- Board 80% and Employee 20%

2. Premium Cost Sharing Requirements for HDHP:

The employee premium cost share for the HDHP/HSA shall be:

Year	Board Premium Contribution	Employee Premium Contribution
2024-2025	82%	18%
2025-2026	81.5%	18.5%

3. In order to receive insurance benefits, each eligible employee must execute a payroll deduction authorization allowing the Board of Education to deduct her/his share of the cost of provided insurance benefits from the employee’s salary.

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4. The Board shall maintain a Section 125 of the Internal Revenue Code (hereinafter "Code"), as the same may be amended from time to time, Plan to allow pre-tax payment of medical cost shares, as permitted by law. Subject to the provisions of the Code and the Plan, the Board shall deduct the employee's share of said medical insurance coverage by a reduction in the base salary of the employee. The reduction in base salary shall be in addition to any reductions under other agreements or benefit programs maintained by the Board or required by law.

Insurance carriers may be changed by the Board of Education at any time provided that coverage is substantially equivalent to existing benefits.

Section 10.4

Upon retirement, employees who were hired before July 1, 2012 and served a minimum of ten years continuous employment in the Plainfield School System, and who retire from the Plainfield school system in the bargaining unit, will be allowed, along with their eligible family members, to remain as a member of the Plainfield Board of Education health insurance group and participate in the plan(s) offered to actively employed para-educators. The premium will be paid totally by the individual. The coverage would include the current Board of Education medical policies minus the life insurance. To be eligible, the retiring employee must be acceptable to the current insurance carrier and must have attained 55 years of age. It is understood that participation is only permitted with the approval of the Board's current insurance carrier. Once a retired employee becomes eligible for Medicare benefits or any other government health insurance benefits, the Board's plan will supplement those benefits and will not constitute primary coverage.

Section 10.5

Any employee who was full-time and elected to receive health insurance benefits continuously for the contract years 2012-2013 through 2015-2016 and who, on or after July 1, 2016, is reduced from full-time to five and one-half (5.5) hours per day or more, shall remain entitled to continue enrollment in the Board's insurance plan as long as he/she works five and one-half hours (5.5) or more per week and remains continuously enrolled in the insurance program.

Upon honorable separation from service, all full-time para-educators who have been employed for ten (10) or more years in the Plainfield School System as full-time para-educators shall receive per diem payment for one-quarter (1/4) of their accumulated sick leave, with a maximum of thirty (30) days full pay. This benefit is not intended as a death benefit.

Section 10.6

Dental Insurance

Effective July 1, 2024, the Board shall provide dental coverage to full-time employees (not dependents) subject to the cost sharing cited.

1. The premium cost share for dental coverage shall be set at the same percentage as the premium cost share for medical coverage.

2. The details of this plan are set forth in the appendices to the contract (for informational purposes only) and in the master description of benefits on file in the Superintendent's office.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 11.1 - Definition

- A. A "grievance" is defined as a written complaint, alleging a specific violation, misapplication, or misinterpretation of at least one provision of this Agreement.
- B. A "grievant" is a member of the bargaining unit making a claim that a grievance has occurred to his/her detriment and may be filed by the union representative, thus making the representative the grievant.
- C. The term "days" means school days. During the summer "days" means calendar days.

Section 11.2 - Time Limit for Filing Grievance

A grievance shall be deemed to be waived unless submitted at Step One (formal procedure) within twenty (20) days from the date the grievant knew or through reasonable diligence should have known of the cause of the grievance.

Section 11.3 - Procedures

- A. Informal A unit member with a grievance shall discuss it with the building principal involved with the object of resolving the matter informally.
- B. Formal

(1) Step One - Building Principal

If the grievant is not satisfied with the disposition of his/her problem or if the problem is not resolved through the informal procedure, he/she shall have the right to present the grievance to his/her building principal or area supervisor. The principal shall meet with the Union representative and/or the grievant and issue a written response within seven (7) days after such meeting but not later than ten (10) days after submission of the grievance.

(2) Step Two - Director of Pupil Personnel/Assistant Superintendent

When the answer at Step One does not resolve the grievance, the grievance shall be submitted to the Director of Pupil Personnel by the Union representative and/or the grievant within seven (7) days of the previous response. Within seven (7) days of the receipt of the grievance, the Director of Pupil Personnel will meet with the Union representative and/or the grievant and will issue a decision within seven (7) days following such meeting.

(3) Step Three - Superintendent or Designee

When the answer at Step Two does not resolve the grievance, the grievance shall be submitted to the Superintendent of Schools by the Union representative and/or grievant within seven (7) days of the previous response. Within seven (7) days of the receipt of the grievance, the Superintendent or his designee will meet with the Union representative and/or grievant and will issue a decision within seven (7) days following such meeting.

(4) Step Four - Board of Education

If the grievance is not resolved at Step Three, the unit member or the Union representative may submit the grievance to the Board of Education within seven (7) days of the Step Three response. The Board of Education will hear the grievance within thirty (30) days of the submission of the grievance.

(5) Step Five - Arbitration

Within thirty (30) days after the Board's answer at Step Four, or if no meeting is held at Step Four, the Union, at its sole discretion, may submit the grievance to the State Board of Mediation and Arbitration. The parties shall share equally the costs of arbitration. The arbitrator shall have no power to add or subtract from this Agreement, and his award shall be binding on both parties.

Section 11.4 - Miscellaneous

- A. If the Union or the grievant does not meet the time limits for submission to the next step, the grievance will be presumed settled. If the employer does not meet the time limits, the grievance may be automatically processed at the next step. Extensions may be afforded either party by mutual consent in writing if the union representative and the Superintendent agree.

ARTICLE XII
EMPLOYEE EXPENSE

Section 12.1 - Employee Expense

Employees who are authorized in advance by the Superintendent of Schools or his/her designee to use their own vehicles for school business shall be entitled to compensation according to established Board policy.

ARTICLE XIII
SAVINGS CLAUSE

Section 13.1

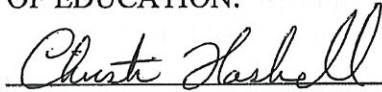
If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein, shall become inoperative or fail by reason of the invalidity of any portion or provision, and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

ARTICLE XIV
DURATION

Section 14.1

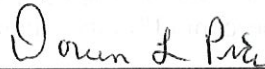
This Agreement shall be for a three (3) year duration and shall be effective from date of execution to and including June 30, 2026. Wage increases for the 2023-2024 contract year shall be retroactive to July 1, 2023.

FOR THE PLAINFIELD BOARD
OF EDUCATION:



Date: 4-3-2024

FOR LOCAL 1303 OF COUNCIL #4
AFSCME, AFL-CIO:



Date: 3-26-24

FOR LOCAL 1303 OF COUNCIL #4 AFSCME,
AFL-CIO:



Date: March 19, 2024

CONTRACT BETWEEN PLAINFIELD BOARD OF EDUCATION & LOCAL 1303-189, COUNCIL #4

**APPENDIX A
HOURLY WAGE SCHEDULE**

Step	2023-24	2024-25	2025-26
1			
2	\$16.60	\$17.06	\$17.54
3	\$17.63	\$18.12	\$18.63
4	\$18.66	\$19.18	\$19.72
5	\$20.71	\$21.29	\$21.89

If, as a result of the implementation of the new salary schedule, an employee's hourly rate is decreased, then the new hourly rate for the employee shall be applied prospectively. Employees shall be eligible to move up a step on July 1, 2023, July 1, 2024 and July 1, 2025.

In order to be eligible for retroactive pay for the 2023-2024 contract year, an employee must be employed on the date that the 2023-2026 contract is executed. Retroactive pay will be paid within thirty (30) days of the execution of the contract.

Unless a rate of pay is pre-established by the Superintendent or designee for specific summer positions, the hourly rate for work performed in the summer is an employee's contractual rate. Summer work is also referenced in Section 8.10 of the agreement.

Para-educators who are not "highly qualified" under Title I, No Child Left Behind, if there are any, will be paid one percent (1%) less than the salary schedule rate of pay applicable to them.

APPENDIX B
FOR INFORMATIONAL PURPOSES ONLY

46a-60. Discriminatory employment practices prohibited

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

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

APPENDIX C
FOR INFORMATIONAL PURPOSES ONLY
PENSION NOTICE

All eligible para-educators included prior to July 1, 2015 in the Town Pension Plan remain in the plan. Employees not included in the Town Pension Plan prior to July 1, 2015 may participate in a defined contribution plan. Disputes regarding the Pension Plan are not grievable to the Board of Education and must be addressed to the Town of Plainfield and/or the Pension Board.

APPENDIX D
FOR INFORMATIONAL PURPOSES ONLY
SUMMARY OF MEDICAL BENEFITS

(For informational purposes only/Master contracts available at the Superintendent's Office)

This is a summary of benefits for your Open Access Plus plan. All deductibles and plan out-of-pocket maximums accumulate in one direction toward in-network unless otherwise noted. Plan maximums and service-specific maximums (dollar and occurrence) cross-accumulate between in- and out-of-network unless otherwise noted. Pharmacy plan deductibles, out-of-pocket maximums, co-pays and annual maximums do not integrate with the employer Medical program.

CIGNA Health Care Benefit Summary
 Plainfield: Town & Board of Education
 Open Access Plus Co-pay Plan
 O.A.P.4

Updated 06/01/2010

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Lifetime Maximum</i>	Unlimited	\$1,000,000
<i>Coinsurance Levels</i>	100%	80%
<p><i>Maximum Reimbursable Charge</i> Determined based on the lesser of the provider's normal charge for a similar service or supply; or</p> <p>A percentage of a fee schedule developed by CIGNA that is based upon a methodology similar to a methodology utilized by Medicare to determine the allowable fee for the same or similar service within the geographic market.</p> <p>Note: In some cases, a Medicare based fee schedule will not be used and the Maximum Reimbursable charge for covered services is determined based on the lesser of:</p> <ul style="list-style-type: none"> • the provider's normal charge for a similar service or supply; or • the charges made by 80% of the providers of such service or supply in the geographic area where it is received as compiled in a database selected by CIGNA. <p>Note: The provider may bill the member the difference between the provider's normal charge and the Maximum Reimbursable (large as determined by the benefit plan, in addition to applicable deductibles, copayments and coinsurance.</p>	Not applicable	200%
<i>Deductible Accumulators</i>	One way accumulation	
<p><i>Calendar Year Deductible</i> Individual 2 Member Family Maximum 3+ Member Family Maximum Family Maximum Deductible Calculation</p>	None None None Individual Deductible	\$200 per person \$400 per person \$500 per person Individual Deductible

CONTRACT BETWEEN PLAINFIELD BOARD OF EDUCATION & LOCAL 1303-189, COUNCIL #4

BENEFIT HIGHLIGHTS	IN-NETWORK	OUT-OF-NETWORK
<i>Out-of-Pocket Maximum Accumulators</i>		
<i>Accumulation Between In-network and Out-of-Network OOP Maximum: One way accumulation</i>		
<i>Includes Deductible</i>	No	No
<i>Includes Copays</i>	No	No
<i>Does not apply to</i> Benefits for accident or sickness are paid at 100% of charges once an individual's out-of-pocket has been reached	Non-compliance penalties, deductibles or copays.	Non-compliance penalties, deductibles, copays or charges in excess of Maximum Reimbursable Charge
<i>Out-of-Pocket Maximum</i>		
<i>Individual</i>	None	\$800 per person
<i>2 Member Family Maximum</i>	None	\$1,600 per family
<i>3+ Member Family Maximum</i>	None	\$2,000 per family
<i>Family Maximum OOP Calculation</i>	Individual OOP	Individual OOP
<i>Automated Annual Reinstatement</i>	Not Applicable	
<i>Physician's Services</i>		
<i>Primary Care Physician's Office visit</i>	No charge after \$20 PCP per office visit copay	80% after plan deductible
<i>Specialty Care Physician's Office Visit'</i> <i>Office Visits</i> <i>Consultant and Referral Physician's Services</i> Note: OB-GYN visits will be subject to either the PCP or Specialist copay depending on how the provider contracts with CIGNA (i.e. as a PCP or as a Specialist).	No charge after \$20 Specialist per office visit copay	80% after plan deductible
<i>Surgery Performed In the Physician's Office</i>	No charge after \$20 per office visit copay	80% after plan deductible
<i>Second Opinion Consultations (services will be provided on a voluntary basis)</i>	No charge after \$20 per office visit copay	80% after plan deductible
<i>Allergy Treatment/Injections</i>	No charge (no copay for allergy injections)	80% after plan deductible
<i>Allergy Serum (dispensed by the physician in the office)</i>	No charge	80% after plan deductible
<i>Preventive Care</i> <i>Routine Preventive Care for children through age 6 Unlimited maximum per calendar year (including immunization)</i>	No charge	80% after plan deductible
<i>Immunizations (includes those needed for travel)</i>	No charge	80% after plan deductible
<i>Routine Preventive Care for children and adults from age 7; Unlimited maximum per calendar year (including routine immunization)</i>	No charge	80% after plan deductible
<i>Immunizations includes those needed for travel</i>	No charge	80% after plan deductible
<i>Mammograms, PSA, Pap Smear</i> Note: Preventive care related services and diagnostic related services are paid at the same level of benefits as other x-ray and lab services, based on place of service.	100% if billed by an independent diagnostic facility or outpatient hospital.	80% after plan deductible
<i>Preventive Care Hearing Screening — covered once every two years</i>	No charge after \$20 per office visit copay	80% after plan deductible

APPENDIX E

MEDICAL INSURANCE PROGRAM

(For informational purposes only/Master contracts are available in the Superintendent's Office)

**CIGNA Health Care Benefit Summary
High Deductible Health Plan/Health Savings Account**

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	In 2024-2025 & 2025-2026 School Years: \$2,250/\$4,500 Combined deductible	
Co-insurance	100%	80%
Out of Pocket Maximum (individual/aggregate family)	\$2,500/\$5,000	\$5,750/\$11,500
Preventive Care	Deductible not applicable	Covered at 100%
Prescription Drug Coverage	Treated as any other medical expense, subject to deductible.	Treated as any other medical expense, subject to deductible.

Third Party Administrator	CIGNA
Plan Type, Name, Network	HDHP/HSA
Deductible (Individual/Two-person/Family)	2024-25 & 2025-26: \$2,250/\$4,500
Non-Network Deductible (Individual/Two-person/Family)	\$5,000/\$10,000
Out-of-Pocket Maximum (Individual/Two-person/Family)	\$2,500/\$5,000
Non-Network Out-of-Pocket Maximum (Individual/Two-person/Family)	\$5,750/\$11,500
Annual Board HSA/HRA Contribution (Individual/Two-person/Family)	50%
Co-Insurance (In and Out-of-Network)	100%/80%
Wellness/Preventive Care	Covered at 100%
Primary Care Office Visit	Subject to Deductible & Co-Insurance
Specialist Office Visit	Subject to Deductible & Co-Insurance
Urgent Care Visit	Subject to Deductible & Co-Insurance
Emergency Room	Subject to Deductible & Co-Insurance
Outpatient Lay/X-ray	Subject to Deductible & Co-Insurance
Complex Imaging (MRI/CAT/Pet/et. al.	Subject to Deductible & Co-Insurance
Outpatient Surgical Facility	Subject to Deductible & Co-Insurance
Inpatient Hospital Facility	Subject to Deductible & Co-Insurance
Retail Prescription Drug Co-pays	\$0/\$20/\$30 Co-pay after Deductible
Mail Order Prescription Drug Co-pays	\$0/\$20/\$30 Co-pay after Deductible

APPENDIX F

Cigna Dental Benefit Summary
 Easter Connecticut Health Insurance Program
 BOE, Teachers, Flex



Administered 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.

Cigna Dental PPO				
<i>Network Options</i>	In-Network: Total Cigna DPPO Network		<i>Non-Network:</i> See Non-Network	
Reimbursement Levels	Based on Contracted Fees		Maximum Reimbursable Charge	
Calendar Year Benefits Maximum Applies to: Class I, II & III expenses	\$1,000		\$1,000	
Calendar Year Deductible Individual Family	\$25 \$75		\$25 \$75	
Benefit Highlights	Plan Pays	You Pay	Plan Pays	You Pay
Class I: Diagnostic & Preventive Oral Evaluations Prophylaxis: routine cleanings X-rays: routine X-rays: non-routine Fluoride Application Space Maintainers non-orthodontic Emergency Care to Relieve Pain	100% NO Deductible	No Charge	100% No Deductible	No Charge
Class II: Basic Restorative Restorative: fillings (Amalgam & Composite) Endodontics: minor and major Oral Surgery: minor and major Repairs: Bridges, Crowns and Inlays Repairs: Dentures Denture Relines, Rebases and Adjustments Crowns: Prefabricated stainless steel/resin	80% After Deductible	20% After Deductible	80% After Deductible	20% After Deductible
Class III: Major Restorative Periodontics: Minor and major Inlays and Onlays Crowns: Permanent cast and porcelain Bridges and Dentures	50% After Deductible	50% After Deductible	50% After Deductible	50% After Deductible
Benefit Plan Provisions:				
In Network Reimbursement	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.			
Non-Network Reimbursement	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Maximum Reimbursable Charge. The MRC is calculated at the 85th percentile of all provider charges in the geographic area. The dentist may balance bill up to their usual			
Cross Accumulation	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.			
Calendar Year Benefits Maximum	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable, Benefit-specific Maximums may also apply.			

CONTRACT BETWEEN PLAINFIELD BOARD OF EDUCATION & LOCAL 1303-189, COUNCIL #4

Calendar Year Deductible	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.
Late Entrant Limitation Provision	No coverage until next open enrollment.
Pretreatment Review	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.
Alternate Benefit Provision	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. This provision does not apply to fillings.
Oral Health Integration Program (OHIP)	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 www.mycigna.com or call customer service 24/7 at 1.800.CIGNA24.
Timely Filing	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
Benefit Limitations:	
Oral Evaluations	2 per calendar ear
X-rays (routine)	Bitewings: 2 per calendar year
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months
Cleanings	2 per calendar years including periodontal maintenance procedures following active therapy
Fluoride Application	2 per calendar year for children under age 19
Space Maintainers	Limited to non-orthodontic treatment for children under age 19
Inlays, Crowns, Bridges, Dentures and Partial	Replacement 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.
Denture and Bridge Repairs	Reviewed if more than once
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation
Benefit Exclusions:	
Covered Expenses will not include, and no payment will be made for the following:	
Procedures and services not included in the list of covered dental expenses; Prosthesis Over Implant;	
Diagnostic: Cone beam imaging; Preventive Services: instruction for plaque control, oral hygiene and diet;	
Restorative: Veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars:	
Periodontics: Bite registrations; splinting; Sealants: per tooth; Anesthesia: general and IV sedation; Core Build Up; Brush Biopsy;	
Prosthodontic: Precision or semi-precision attachments; initial placement of a complete or partial denture per plan guidelines;	
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; services performed primarily for cosmetic reasons; personalization; replacement of an appliance per benefit guidelines	

CONTRACT BETWEEN PLAINFIELD BOARD OF EDUCATION & LOCAL 1303-189, COUNCIL #4

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.

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-POL999 (CHLIC), GM6000 EL1288 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.

ARTICLE XIII
SAVINGS CLAUSE

Section 13.1

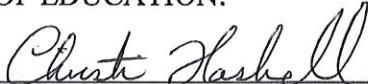
If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof or provision herein, shall become inoperative or fail by reason of the invalidity of any portion or provision, and the parties do hereby declare that they would have severally approved of and adopted the provisions contained herein, separately and apart from the other.

ARTICLE XIV
DURATION

Section 14.1

This Agreement shall be for a three (3) year duration and shall be effective from date of execution to and including June 30, 2026. Wage increases for the 2023-2024 contract year shall be retroactive to July 1, 2023.

FOR THE PLAINFIELD BOARD
OF EDUCATION:



Date: 4-3-2024

FOR LOCAL 1303 OF COUNCIL #4
AFSCME, AFL-CIO:



Date: 3-26-24

FOR LOCAL 1303 OF COUNCIL #4 AFSCME,
AFL-CIO:



Date: March 19, 2024