

AGREEMENT BETWEEN  
PLYMOUTH BOARD OF EDUCATION  
AND  
TECHNICAL OFFICE AND PROFESSIONAL UNIT  
AND  
THE INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS  
OF AMERICA - UAW, LOCAL 376  
July 1, 2019 to June 30, 2024

PLYMOUTH, CT  
TECHNICAL OFFICE  
100 STATE STREET  
PLYMOUTH, CT 06460

03/11/2020

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TOWN CLERK

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Plymouth Board of Education  
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## **A G R E E M E N T**

This Agreement is entered into by and between the Plymouth Board of Education (hereinafter referred to as the Board) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW Local 376, Plymouth School Employees Technical Office and (TOP) Unit (hereinafter referred to as the Union).

### **P R E A M B L E**

The general purpose and intent of this Agreement are to set forth terms and conditions of employment and to promote orderly and peaceful relations between and in the mutual interest of the Board, the Employees and the Union.

#### **Article I**

##### **Recognition**

1.01 Pursuant to certification issued by the Connecticut State Board of Labor Relations in Case Number ME-9058, the Board of Education recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to wages, hours of work, and other conditions of employment for all employees of the Board included in the bargaining unit described as follows (as modified by mutual agreement of the parties during the parties' 2016 contract negotiations):

All Paraprofessionals and Secretarial/Clerical employees employed by the Board, but excluding central office personnel, employees working less than thirty (30) hours per week, and supervisors as defined in the Municipal Employee Relations Act.

1.02 In recognition of the agreement to increase the threshold for bargaining unit status from twenty (20) hours per week to thirty (30) hours per week, the Board agrees to maintain at least twenty-three (23) full-time paraprofessional positions during the term of this Agreement, unless: 1) the Board closes a school; or 2)

there is a reduction of ten percent (10%) or more in the District's total in-district student enrollment from the October 1, 2015 total in-district student enrollment.

## **Article II**

### **Union Security**

- 2.01 Upon the submission of a voluntary written authorization signed by a bargaining unit employee, the Board agrees to deduct membership dues by means of payroll deductions.
- 2.02 The Board agrees to deduct the membership dues in the first two payroll periods of each month.
- 2.03 The amounts to be deducted will be certified to the Board by the Union within thirty (30) days after the execution of this Agreement. The Union shall give the Board thirty (30) days written notice of any subsequent changes in the amount of membership dues, provided that the Union shall not change these amounts more frequently than once annually, except when rates of pay change.
- 2.04 All sums deducted by the Board shall be remitted to the local union's financial officer on a timely basis each month together with a list of current employees showing the amount of Union dues deducted for each employee.
- 2.05 The Board shall not be liable to the Union by reason of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by an employee.
- 2.06 The Union agrees to indemnify and hold the Board of Education harmless against any and all claims, demands, suits or other forms of liability including attorneys' fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with the provisions of this Article.

### **Article III**

#### **Fair Practice**

- 3.01 The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, age, sex or marital status, disability, sexual preference or other characteristic protected by law, or membership or participation in, or association with the activities of any employee's organization.
- 3.02 The Union agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, age, sex or marital status, disability, sexual preference or other characteristic protected by law, and to represent equally all employees without regard to membership or participation in, or association with the activities of any employee's organization.

### **Article IV**

#### **Union Representation and Rights**

- 4.01 The Union shall be represented for purposes of collective bargaining by a Negotiating Committee consisting of three (3) members of the bargaining unit (to include the Unit Chairperson), the representative(s) of the Local Union and the International Representative(s) from the International Union.
- 4.02 The Union will advise the Superintendent and the Board of the names of the Unit Chairperson, the Stewards and any alternates and will promptly notify the Board of any subsequent changes.
- 4.03 Bulletin board space shall be provided in each school for posting of Union notices. Copies of such Union notices will be provided to the Superintendent and the Principal prior to posting. The Superintendent shall ask all Administrators to seek input from a representative of the bargaining unit

regarding system-wide issues and items, i.e., school year calendar, vacation changes etc. when other bargaining units are asked to submit input.

- 4.04 The Union shall be permitted to conduct meetings in any school before or after work hours upon prior notification to and approval by the Superintendent and the Principal of the school involved, provided however that the Union will be required to pay for additional custodial costs caused by such meetings, if any.

## **Article V**

### **Grievance Procedure**

5.01 Definitions

- 1) A "grievance" is defined as a complaint by any employee or group of employees within the bargaining unit, or by the Union, that there has been as to them a misapplication, misinterpretation or violation of any of the specific provisions of this Agreement.
- 2) "Days" is defined as business days on which the Board's central office is open.
- 3) "Board" is defined as the Plymouth Board of Education or a designated committee of said Board.

5.02 Grievances arising under this Agreement shall be presented in the following manner:

Step 1 - Immediate Supervisor

- 1) An employee who believes she has a grievance shall first discuss the grievance within five (5) days with her Principal in an effort to resolve the matter informally, and if such discussions do not resolve the matter, shall file a written grievance with her Principal within five (5) days of the time the grievant knew or reasonably should have known of the event or occurrence giving rise to the grievance, or the grievance shall be deemed to be waived.

- 2) The Principal shall hold a conference with grievant within five (5) days from the filing of the grievance. The aggrieved employee and the Steward shall be present at the conference. The Principal shall render a decision in writing within five (5) days of the conference.

Step 2 - Superintendent

- 1) If the grievance has not been settled in Step 1, it shall be filed in writing with the Superintendent within five (5) days of the decision in Step 1. The Superintendent shall hold a meeting with the grievant and the Unit Chairperson to discuss the grievance within five (5) days from the date the grievance is received by the Superintendent.
- 2) Within five (5) working days after such meeting, the Superintendent shall submit an answer in writing to the grievant and the Union.

Step 3 - Board of Education

- 1) If the grievance has not been settled in Step 2, it shall be filed in writing with the Board within five (5) days after receipt of the Superintendent's written response in Step 2.
- 2) The Board shall hear the grievance within five (5) days from the date the grievance was filed at Step 3 or at the next regularly scheduled Board meeting, whichever occurs second.
- 3) The Board shall give a written answer to the grievant within five (5) days after the date of the meeting.
- 4) The grievant may be represented at the hearing before the Board, by the Union, including the Unit Chairperson, a representative of the local union or an International Representative. The grievant may attend any such meeting.
- 5) If any grievance is filed after June 1, the time lines shall be waived and the grievance shall be settled with all due haste.

#### Step 4 - Arbitration

- 1) If a grievance has not been settled at Step 3, the Union may submit the dispute to arbitration by the American Arbitration Association.
- 2) The Union shall notify the Superintendent of its decision to seek arbitration within thirty (30) days of the Board's decision in Step 3.
- 3) Arbitration shall proceed in accordance with the rules of the arbitral tribunal. The arbitrator shall be bound by and must comply with all of the terms of this agreement and shall have no power to add to, delete from or modify in any way the terms of this Agreement. The decision of the arbitrator shall be final and binding on the Board, the Union and the grievant.

Costs and fees for the arbitration shall be borne equally by the Union and the Board of Education, provided that each party shall remain responsible for its own expenses

5.03 The intention of the parties is to process and resolve grievances as rapidly as possible. To this end the time limits set forth in this Article shall be considered a maximum, provided that these time limits may be extended by mutual agreement in writing.

5.04 Failure of the Board or its agents to respond within the time limits specified shall be considered a denial of the grievance on the last day on which an answer could be given and shall permit the Union to appeal the grievance to the next step. Failure of the grievant to appeal the grievance at any step within the time limits specified shall be deemed to be acceptance of the last decision rendered.



## Article VI

### Seniority

- 6.01 An Employee's seniority shall be the total length of service from the employee's last date of employment by the Board, provided that, for purposes of layoff, seniority shall be the length of service in the current classification. Special Education Paraprofessionals and Library-Media Paraprofessionals shall be separate classifications for layoff purposes.
- 6.02 The Board shall prepare a seniority list showing each employee's name, address, employee identification number, date of hire, current classification and salary. The Board agrees to keep this list up to date at all times and available to the Union upon request.
- 6.03 New employees shall be considered probationary employees for the first ninety (90) work days of employment and shall have no seniority rights during this period but shall enjoy all other rights and benefits and shall be subject to all other provisions of this agreement except that probationary employees who are discharged during or at the end of the probationary period shall have no recourse to the grievance and/or arbitration procedure.
- 6.04 A bargaining unit employee who is transferred out of the bargaining unit to another position, but later returns to the bargaining unit, shall not accrue bargaining unit seniority for the period the employee was out of the unit. The employee will, however, retain any previously accrued bargaining unit seniority.
- 6.05 Employees on unpaid leaves of absence shall not accrue seniority during the period of the leave, but shall retain seniority previously accrued.
- 6.06 Employees on layoff shall not accrue seniority during the period of layoff, but shall retain seniority previously accrued.
- 6.07 Employees shall lose seniority for the following reasons:
- 1) They resign;

- 2) They are discharged for just cause;
- 3) They retire;
- 4) They fail to return from a layoff when recalled in accordance with Article VII;
- 5) They are laid off for a period of time equal to their accrued seniority.

## **Article VII**

### **Job Security**

7.01 The Board of Education shall determine when layoffs are necessary and shall inform the affected employee and the Union at least fourteen (14) calendar days before the effective date of the layoff. Seniority within the classifications set forth in Appendix A shall be the determining factor in layoffs, except that the Board may depart from seniority if consideration of the following factors shall provide just cause for doing so:

- 1) Positions affected by staff reduction;
- 2) Training and experience of the potentially affected employee;

7.02 Employees who are laid off under this Article shall be considered for recall as follows:

- 1) The affected employee shall be automatically placed on a recall list at the time of his/her layoff.
- 2) For a period of twenty-four (24) months following the layoff, the affected employee shall have the right to be recalled to the position from which he/she was laid off, should it be reinstated, or to any other vacancy within his/her classification, for which he/she is qualified.
- 3) For a period of twenty-four (24) months following layoff, the Board shall consider the affected employee for other vacancies, which arise, applying the factors set forth in 8.02.

- 4) An employee recalled to his/her former position or classification or offered a vacancy in another classification shall be notified by Certified Mail, Return Receipt Requested, at his/her last known address.
- 5) An employee who refuses a recall to his/her former position or to a vacancy in his/her classification shall forfeit recall rights. Failure to respond within five (5) days of receipt of the notification of recall shall be deemed a refusal. Failure to accept an offer of recall to a temporary or part time position shall not operate to terminate recall rights under this Article.
- 6) An employee may refuse an offer of reemployment in a new classification, as provided for in 3) above, and such refusal shall not terminate his/her recall rights under this Article.

### **Article VIII**

#### **Vacancies, Promotions and Transfers**

8.01 Notice of vacancies within the bargaining unit, which occur during the school year, shall be posted on bulletin boards in each school for a period of ten (10) school days before any position is filled permanently. Copies of the job postings shall be given to the Unit Chairperson. During the summer months, notice of vacancies within the bargaining unit shall be sent to the Unit Chairperson at least ten (10) days before such vacancies are filled. All such vacancies and new positions shall be posted electronically on the District's website.

8.02 Employees interested in the vacancies shall make applications, on an approved form, to the Board, during the posting period. When an applicant has been rejected for a position, if requested by the applicant, the Board shall state the reason for the rejection. Job vacancies shall be filled on the basis of seniority within the classification, ability, training, education, experience and

performance. When all other factors are relatively equal, seniority shall be the determining factor.

- 8.03 Temporary vacancies of thirty (30) calendar days or less may be filled with temporary non-bargaining unit employees or by a temporary transfer of bargaining unit employees as provided below.
- 8.04 When it is necessary for the Board to make transfers within a classification to another school, it will first seek qualified volunteers for transfer. In the event it cannot accomplish the transfers with volunteers, the Board shall meet with the affected employee to explain the reason for the transfer. The Unit Chairperson shall be notified of any such transfers.
- 8.05 When it becomes necessary to temporarily transfer employees from one classification to another, the Board shall first seek qualified volunteers. In the event the transfers cannot be accomplished with volunteers, the Board shall transfer the least senior, qualified employee within the classification. The Board shall meet with the affected employee and explain the reason for the transfer. The Union Chairperson shall be notified of any such transfers.
- 8.06 Employees temporarily transferred to a lower paying classification shall retain their regular rate of pay. Employees temporarily transferred to a higher paying classification shall receive the rate of pay of the higher classification.

## **Article IX**

### **Job Classifications and Job Evaluations**

- 9.01 When the Board creates a new classification or substantially changes the job duties on existing classifications or a position within a classification, it will notify the Union. Within ten (10) days of receipt of the notification, the Union may request discussions with the Superintendent concerning the job description and rate of pay for such new or changed classification or position.

- 9.02 Job descriptions for all current bargaining unit classifications shall be made available to bargaining unit employees in each school and in the Superintendent's office. Members of the bargaining unit will be evaluated on an annual basis.
- 9.03 Paraprofessionals employed by the Plymouth Board of Education shall not be required to perform substitute-teaching responsibilities. In the event that a substitute teacher cannot be obtained to cover a classroom, however, a paraprofessional may cover two classroom periods per day for PPT purposes only. For purposes of this section, an elementary school period is defined as one (1) hour. All paraprofessionals will work under the direction of a certified teacher.
- 9.04 The Board shall have the right to require paraprofessionals employed by the Plymouth Board of Education to assist certified personnel in performing bus duty. The function of the paraprofessionals will be to *assist* certified personnel in the performance of bus duty. Bus duty shall not become the sole responsibility of paraprofessional members of the bargaining unit.
- 9.05 If mandated testing is required as a condition of employment, the cost of preparation for the test and the administration of the mandated test will be subject to negotiations.
- 9.06 When the Board provides training for employees, the Board will determine which employees will participate in such training based on the duties and responsibilities of employees in their job assignments. The Board will not make such determinations arbitrarily.

## Article X

### Hours of Work and Overtime

10.01 Full-time positions shall be defined as follows: for secretaries, weekly hours of at least thirty-seven and one-half (37.5) hours; b) for special education paraprofessionals and library media paraprofessionals, weekly hours of at least thirty-two and one-half (32.5) hours.

The parties acknowledge that the Board has the right to create part-time positions. For the purposes of this Agreement, part-time bargaining unit positions will be defined as follows: a) for secretaries, weekly hours of at least thirty (30), but fewer than thirty-seven and one-half (37.5); b) for special education paraprofessionals and library media paraprofessionals, weekly hours of at least thirty (30), but fewer than thirty-two and one-half (32.5). The Board shall have the right to determine the number of work hours for any part-time position, based on the needs of the District as determined by the Board.

The regular hours of work and work year for full-time employees in the bargaining unit shall be as set forth below. The Board shall determine the specific work schedules for bargaining unit employees, based on the educational interests of the District. Prior to July 1 of each year, the Board shall notify each employee of his/her tentative work schedule for the school year. Whenever practicable, the Board shall provide at least two (2) weeks notice of a change in the work schedule for an employee.

1) Secretaries:

Elementary Secretaries

(a) 7 ½ Hours Per Day

The Board reserves the right to implement up to one additional hour for designated secretary positions (1/2 hour additional before school, 1/2 hour additional after school) with a proportionate increase in compensation, after consultation with the Union.

(b) 203 Days Per Year

Two Hundred and three (203) days per year shall consist of the regular one hundred eighty (180) day school year, Election Day, ten (10) days immediately preceding the student school year, five (5) days immediately following the end of the student school year and seven (7) additional days as scheduled by mutual agreement of the secretary and the Principal by March 1 of each year. In the event that the secretary and the Principal cannot agree on the scheduling of the seven (7) additional days, the Superintendent shall make the final determination regarding the scheduling of such days. All days must be completed by the end of the fiscal year.

Middle School Secretaries

(a) 7 ½ Hours Per Day

The Board reserves the right to implement up to one additional hour for designated secretary positions (1/2 hour additional before school, 1/2 hour additional after school) with a proportionate increase in compensation, after consultation with the Union.

(b) Middle School Head Secretary -- 206 days per year

Two Hundred and six (206) days per year shall consist of the regular one hundred eighty (180) day school year, Election Day, ten (10) days immediately preceding the student school year, five (5) days immediately following the end of the student school year and ten (10) additional days as scheduled by mutual agreement of the secretary and the Principal by March 1 of each year. In the event that the secretary and the Principal cannot agree on the scheduling of the ten (10) additional days, the Superintendent shall make the final determination regarding the scheduling of such days. All days must be completed by the end of the fiscal year.

(c) Middle School Guidance Secretary - 206 days per year

Two Hundred and six (206) days per year shall consist of the regular one hundred eighty (180) day school year, Election Day, ten (10) days immediately preceding the student school year, five (5) days immediately following the end of the student school year and ten (10) additional days as scheduled by mutual agreement of the secretary and the Principal by March 1 of each year. In the event that the secretary and the Principal cannot agree on the scheduling of the ten (10) additional days, the Superintendent shall make the final determination regarding the scheduling of such days. All days must be completed by the end of the fiscal year.

High School Secretaries

(a) 7 ½ Hours Per Day

The Board reserves the right to implement up to one additional hour for designated secretary positions (1/2 hour additional before school, 1/2 hour additional after school) with a proportionate increase in compensation, after consultation with the Union.

(b) High School Head & Assistant Secretaries - 206 days per year

Two Hundred and six (206) days per year shall consist of the regular one hundred eighty (180) day school year, Election Day, ten (10) days immediately preceding the student school year, five (5) days immediately following the end of the student school year and ten (10) additional days as scheduled by mutual agreement of the secretary and the Principal by March 1 of each year. In the event that the secretary and the Principal cannot agree on the scheduling of the ten (10) additional days, the Superintendent shall make the final determination regarding the scheduling of such days. All days must be completed by the end of the fiscal year.



(c) High School Guidance Secretary – 206 days per year

Two Hundred and six (206) days per year shall consist of the regular one hundred eighty (180) day school year, Election Day, ten (10) days immediately preceding the student school year, five (5) days immediately following the end of the student school year and ten (10) additional days as scheduled by mutual agreement of the secretary and the Principal by March 1 of each year. In the event that the secretary and the Principal cannot agree on the scheduling of the ten (10) additional days, the Superintendent shall make the final determination regarding the scheduling of such days. All days must be completed by the end of the fiscal year.

2) Special Education Paraprofessionals

(a) 6 1/2 hours a day

(b) 182 days a year

3) Library Media Paraprofessionals:

(a) 6 1/2 hours a day

(b) 182 days a year

10.02 The normal workweek shall consist of five (5) days Monday through Friday.

10.03 Employees shall receive one and one-half their regular rate of pay for all hours worked in excess of forty (40) in any given work week.

10.04 When employees are dismissed early, by the Superintendent of Schools, because the day is shortened due to inclement weather or other emergency, employees will receive a full day's pay for their regularly scheduled work hours.

Similarly, if the employees' workday is shortened because the start of school is delayed due to inclement weather or other emergencies, employees will receive a full day's pay for their regularly scheduled hours.

- 10.05 The regular workday will include an unpaid thirty (30) minute duty free lunch period and a paid fifteen (15) minute break in the morning, as scheduled by the building administrator.

## **Article XI**

### **Personnel Files**

- 11.01 Employees covered by this agreement shall be entitled to review their personnel file with a prior appointment with the Superintendent during regular business hours.
- 11.02 Employees shall have the right to comment or respond to any item contained in their personnel file and their written comment or response shall be included in the personnel file upon their request.

## **Article XII**

### **Professional Activities**

- 12.01 When the Superintendent requires that employees attend conferences or meetings related to the employees' job classification, such employees should receive their regular pay for the time spent at such Conference. The Superintendent may consider and grant employee requests to attend such conferences or meetings, and if approval is granted, employees shall receive reimbursement in accordance with paragraph 12.02, and, if such conference or meeting occurs during the employee's workday, the employee shall be permitted to attend such conference or meeting without loss of pay.
- 12.02 In such cases the Superintendent agrees to reimburse the employee for the reasonable costs related to attending such a conference, including, but not limited to registration fees, mileage and meals, as approved in advance.

## **Article XIII**

### **Jury Duty**

- 13.01 Employees shall notify the Superintendent within twenty-four (24) hours of receipt of notification that they have been summoned to jury duty. If an employee is summoned and not excused, and reports for jury duty, the employee shall be paid the difference between the amounts received as a juror, minus the expense money, and the regular pay for all the days the employee is required to serve on jury duty.
- 13.02 In order to receive payment hereunder, the employee must furnish the Superintendent with a copy of the jury duty notice and any check stub or receipt indicating the dates for which jury duty pay was received.

## **Article XIV**

### **Bereavement**

- 14.01 An employee shall be allowed three (3) working days leave, with pay, in the case of the death of a spouse, a child, a parent, a legal guardian, a sister, a brother, a grandparent, a grandchild, a mother-in-law or a father-in-law. An employee shall be allowed one (1) working day's leave, with pay, in case of the death of a sister-in-law, brother-in-law, aunt, uncle, niece, nephew, cousin, foster child, foster parent, step-parent, step child, or any other person domiciled in the employee's household at the time of said death.
- Additional time may be granted without loss of pay in cases of emergency as per the Superintendent.
- 14.02 Payment shall be made at the employee's regular rate of pay for a regularly scheduled workday.

## Article XV

### Leaves of Absence

15.01 Employees shall receive fifteen (15) days of leave each year for illness, which necessitates absence from work. New employees shall begin accruing sick leave upon the successful completion of the probationary period, retroactive to their first day of work. Except as provided in the Side Letter attached to this Agreement, unused leave shall accumulate from year to year up to one hundred twenty (120) days. On July 1 of each year the Board shall notify each employee of the amount of his or her accumulated sick leave.

15.02 In the event an employee has used all available sick leave, both current and accrued, and is unable to return to work because of an illness, injury or disability, the Board may grant such employee a medical leave, without pay. The Board shall allow members of the bargaining unit to transfer sick leave days to a pool/bank to be used by members of the bargaining unit who have exhausted their sick time in the event it becomes necessary. See Appendix B.

15.03 Employees may be granted leaves of absence, without pay, for up to one (1) year. Requests for such leave shall normally be made to the Board thirty (30) days prior to the anticipated commencement of such leave.

15.04 Employees shall be granted a child rearing leave, without pay, not to exceed one (1) year.

Full-time employees who are eligible for health insurance may continue their health insurance during the period of leave under the terms set forth below:

- 1) During the fiscal year in which the leave commences, the employee shall ~~continue to pay the applicable employee premium contribution~~ percentage as set forth in Section 16.01.
- 2) If the leave extends into the following fiscal year, the employee shall pay the full costs for such health insurance coverage during that fiscal year,

until such time as the employee returns to work. For any employee who is eligible for leave under the Federal Family and Medical Leave Act (FMLA), the provisions of the FMLA shall be controlling.

Application for such leave shall normally be made, to the Board, sixty (60) days prior to the anticipated commencement of such leave. Any such leave shall be considered leave granted under the Family and Medical Leave Act provided that such leave is covered by the Act.

15.05 An employee granted a leave of absence should return at the expiration of his/her leave to his/her own job or to a comparable position within his/her classification, if available.

15.06 The Board shall grant employees up to three (3) personal days each year to conduct pressing personal business, which cannot be conducted outside of school hours. Personal days will not accumulate. Application for such leave shall be made to the Superintendent and shall state the reason for which leave is sought, and shall be made as far in advance as practicable, but in no event less than 24 hours in advance, except in emergency.

## **Article XVI**

### **Insurance**

16.01 Subject to the conditions set forth below, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits and dental benefits. The health plan benefits shall be as set forth in the SPP effective on July 1, 2018, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The dental benefits shall be provided through the SPP and shall approximate the dental benefits set forth in XVI of the parties' 2016-19 collective bargaining agreement. The administration of the SPP, including open enrollment, beneficiary eligibility

and changes, and other administration provisions shall be as established by the SPP.

- 1) The premium rates shall be set by the SPP. Based on such rates, the Board shall establish a blended rate to provide the same rate to active and retired bargaining unit members in accordance with statute.
- 2) The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
- 3) In the event any of the following occur, the Board or the bargaining unit may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part.
  - (a) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with State Employee Bargaining Agent Coalition (SEBAC), if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or

introduction of an additional optional health insurance plan; and/or

(b) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or

(c) If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

4) In any negotiations triggered under subparagraph 3 above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Article XVI of the parties' 2016-19 collective bargaining agreement to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in health insurance plan design outside of the SPP;

- The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

16.02

**Premium Contributions**

1) Employees Hired Prior to July 1, 2010

Bargaining unit employees hired prior to July 1, 2010 shall contribute the following percentages toward the costs of health insurance.

|                             |     |
|-----------------------------|-----|
| Retroactive to July 1, 2019 | 18% |
| Effective July 1, 2020      | 21% |
| Effective July 1, 2021      | 21% |
| Effective July 1, 2022      | 21% |
| Effective July 1, 2023      | 21% |

2) Employees Hired On or After July 1, 2010

Bargaining unit employees hired on or after July 1, 2010 shall contribute the following percentages of the costs of individual health insurance coverage.

|                             |     |
|-----------------------------|-----|
| Retroactive to July 1, 2019 | 25% |
| Effective July 1, 2020      | 21% |
| Effective July 1, 2021      | 21% |
| Effective July 1, 2022      | 21% |
| Effective July 1, 2023      | 21% |

Such employees may participate in two-person or family coverage, provided that they pay the full cost of such coverage over and above the costs of individual coverage, except as otherwise provided below.

Notwithstanding the foregoing provision, upon the separation from employment of any employee hired prior to July 1, 2010 who was enrolled in dependent insurance coverage (up to and including coverage at the family level), one (1) employee hired on or after July 1, 2010 shall



be offered the opportunity to enroll in dependent insurance coverage (up to and including coverage at the family level). Employees hired on or after July 1, 2010 shall be offered any such opportunity to enroll in dependent insurance coverage in order of their seniority (as defined in Article VI of this Agreement). Any such employee who enrolls in dependent insurance coverage shall thereafter pay the same percentage cost for dependent coverage as the employee pays for individual coverage, as set forth in Article XVI, Section 16.02-2.

16.03      **Life Insurance**

Employee will receive \$30,000 life insurance plus an option to purchase an additional \$10,000 at the group rate.

16.04      The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided the overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

16.05      The Union agrees to discuss with the Board any voluntary medical cost containment programs and to participate in any joint committee with the Board, established for that purpose.

16.06      After fifteen (15) years of service with the Plymouth Public Schools, upon retirement employees may elect to purchase medical insurance at the group rate until such retirees become eligible for Medicare.

## **Article XVII**

### **Wages**

17.01 Wages shall be paid on an annualized basis to members of the bargaining unit for the term of the contract.

All employees will have the option to receive twenty-six (26) bi-weekly paychecks.

17.02 Paraprofessionals and Secretaries will be paid in accordance with Appendix A.

17.03 The Board reserves the right to determine initial step placement, provided that such placement shall not be made above current employees with similar experience.

17.04 The following provision shall apply to employees with ten (10) years of service with the Board as of July 1, 2010: upon retirement with fifteen (15) years of service at age fifty-five (55) or more, the Plymouth Board of Education will compensate the retiree \$750 per year for a period of five (5) years.

The following provision shall apply to employees with fewer than ten (10) years of service with the Board as of July 1, 2010: upon retirement with fifteen (15) years of service at age fifty-five (55) or more, the Plymouth Board of Education will compensate the retiree \$250 per year for a period of five (5) years.

Employees hired on or after July 1, 2010 are not eligible for the benefit set forth in this section.

## **Article XVIII**

### **Saving Clause**

18.01 If any Article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into

immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article.

## **Article XIX**

### **Management Rights**

19.01 Except where such rights, powers, and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Plymouth Board of Education (the "Board") has and will continue to retain, whether exercised or not, all the rights, powers, and authority heretofore had by it and it shall have the sole and unquestioned right, responsibility, and prerogative of management of the affairs of the Board and direction of the working forces, including, but not limited to, the following:

- 1) To determine the care, maintenance, and operation of equipment and property used for and on behalf of the purposes of the Board.
- 2) To establish or continue policies, practices, and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures.
- 3) To discontinue processes or operations or to discontinue their performance by employees.
- 4) To select and to determine the number and types of employees required to perform the Board's operations.
- 5) To employ, transfer, or promote employees, or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- 6) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline for just cause and for the performance of work in accordance with the requirements of the Board.

- 7) To insure that duties related to the responsibilities of the position shall be performed by employees.
- 8) To establish contract or sub-contract for operations as long as such contract or sub-contract does not result in the layoff of any bargaining unit employee.
- 9) To create job specifications and revise existing job specifications.

**Article XX**

**No Strike/No Lockout**

20.01 During the life of this Agreement, the Union agrees that it will not call, instigate or condone, and that it will promptly take reasonable action to end, any strike, slowdown, suspension or stoppage of work in any part of the Board's operation or any other action against the Board by the employees or an employee, nor shall there be any lockout by the Board in any part of the Board's operation.

**Article XXI**

**Amendment**

21.01/ This Agreement shall be amended only by mutual agreement in writing signed by both parties.

**Article XXII**

**General Provisions**

22.01 Where reference is made to the female gender in this Agreement, it shall also apply to the male gender.

22.02 Employees required to use their own cars to travel on work assignments shall be paid for all such mileage at the current IRS mileage allowance.

22.03 The Board shall provide pension reports to participating employees on an annual basis. Employees hired on or after July 1, 2010 may enroll only in the Town of

Plymouth defined contribution retirement plan, in accordance with the terms and conditions of that plan, as may be amended from time to time by the Town.

**Article XXIII**

**Severance**

23.01 Members of the bargaining unit are to receive \$30 per day based upon one-half times the accumulated sick leave, provided that the employee provides notice of resignation in writing by the previous January 1<sup>st</sup> and provided that the employee has served fifteen (15) years in the Plymouth Public Schools. Employees hired on or after July 1, 2010 are not eligible for the benefit set forth in this section.

**Article XXIV**

**Holidays**

24.01 Members of the bargaining unit shall receive four (4) paid holidays during the life of this agreement, as follows: Thanksgiving, Christmas, New Year's Day and Good Friday.

**Article XXV**

**Longevity**

25.01 Members of the bargaining unit with fifteen (15) years of service shall receive a longevity increment of \$300 per year each year for the lifetime of the agreement. Employees hired on or after July 1, 2010 are not eligible for the benefit set forth in this section.

**Article XXVI**

**Certified Nurse's Aide**

26.01 For up to a total of two (2) bargaining unit employees, the following provisions shall apply:

- 1) If an employee successfully completes the coursework and training required to become certified by the State of Connecticut Department of Public Health as a Certified Nurse's Aide and receives such certification,

the Board shall reimburse the employee for the cost for such coursework and training, up to a maximum of One Thousand Dollars (\$1,000) per employee. In order to be eligible for such reimbursement, the employee must provide the Board with written verification of such expenses and such certification.

In order to be eligible for the reimbursement set forth in this section, an employee must agree to remain employed by the Board for a period of at least two (2) calendar years following the receipt of such reimbursement. Such agreements shall be executed in writing on forms provided by the Board. In the event that the employee separates from employment by the Board prior to the expiration of such two-year period (other than involuntary separation initiated by the Board), the employee shall be required to repay to the Board the full amount of any such reimbursement at the time of such separation.

- 2) Upon certification by the State of Connecticut Department of Public Health as a Certified Nurse's Aide, and continuing thereafter for as long as the employee maintains such certification, the Board shall pay the employee a pay differential of \$0.50 per hour, in addition to the employee's regular hourly wage rate. In order to be eligible for the pay differential, the employee must provide the Board with written verification of the continuation of such certification. If for any reason an employee's certification lapses, the employee shall thereafter be ineligible for the pay differential.
- 3) If two (2) bargaining unit employees are receiving the pay differential set forth in Section 2 above, no additional bargaining unit employee will be eligible for the benefits set forth in Section 1 or Section 2 until at least one employee is no longer receiving the pay differential set forth in Section 2.

- 4) In order to be eligible for the benefits set forth in this Article, an employee must have completed at least three (3) years of employment with the Board as a paraprofessional. Such eligible employees shall be offered the opportunity to become eligible for the benefits set forth in this Article in order of their seniority, as defined in Article VI of this Agreement.

## **Article XXVII**

### **Duration**

- 27.01 This Agreement constitutes the full and complete agreement between the Board and the Union on all issues. Each party has been fully represented and had adequate opportunity to make proposals and counterproposals, and neither party shall be required to negotiate on any issue, whether it is contained or not contained herein, except as provided in paragraph 27.03 below.
- 27.02 This Agreement shall become effective upon signing and shall continue in full force and effect through June 30, 2024, when it shall expire. If neither party gives the notice set forth in paragraph 27.03 below, this Agreement shall automatically renew itself for additional periods of one (1) year and all provisions shall remain in effect with the same force as during the original term thereof. Unless expressly provided otherwise in this Agreement, no provision shall be applied retroactively.
- 27.03 If either the Board or the Union desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, that party shall give written notice of such desire to the other by certified or registered mail not more than one hundred fifty (150) nor less than one hundred twenty (120) days prior to the expiration hereof.

WHEREFORE, the parties have set their hands this 11<sup>th</sup> day of MARCH, 2020.

PLYMOUTH BOARD OF EDUCATION

INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AEROSPACE and  
AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA, UAW

By: Walter Lee

By: [Signature]

By: [Signature] President

By: [Signature] Unit  
Chamona  
UAW



## APPENDIX A WAGE SCALES

### PARAPROFESSIONALS

All paraprofessionals who are employed by the District as of June 30, 2020 will be paid at the Step 5 rate in 2020-2024.

Paraprofessionals hired on July 1, 2020 or after will be paid in accordance with the schedule below.

| Step | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
|------|---------|---------|---------|---------|---------|
| 1    | \$15.15 | \$16.92 | \$16.92 | \$16.92 | \$16.92 |
| 2    | \$15.76 | \$17.60 | \$17.60 | \$17.60 | \$17.60 |
| 3    | \$16.35 | \$18.26 | \$18.26 | \$18.26 | \$18.26 |
| 4    | \$17.13 | \$19.13 | \$19.13 | \$19.13 | \$19.13 |
| 5    | \$17.91 | \$20.00 | \$20.00 | \$20.00 | \$20.00 |

### SECRETARIES

All secretaries who are employed by the District as of June 30, 2020 will receive a 2.50% increase in pay each year. Secretaries hired on July 1, 2020 or after will be paid in accordance with the schedule below.

| Step | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 |
|------|---------|---------|---------|---------|---------|
| 1    | \$18.16 | \$18.61 | \$19.08 | \$19.56 | \$20.05 |
| 2    | \$18.82 | \$19.29 | \$19.77 | \$20.27 | \$20.77 |
| 3    | \$19.44 | \$19.93 | \$20.42 | \$20.93 | \$21.46 |
| 4    | \$20.11 | \$20.61 | \$21.13 | \$21.66 | \$22.20 |
| 5    | \$20.74 | \$21.26 | \$21.79 | \$22.33 | \$22.89 |
| 6    | \$21.41 | \$21.95 | \$22.50 | \$23.06 | \$23.63 |
| 7    | \$22.07 | \$22.62 | \$23.19 | \$23.77 | \$24.36 |

Notes:

The paraprofessionals' steps have been renumbered 1, 2, 3, 4, and 5. The secretaries' steps have been renumbered 1, 2, 3, 4, 5, 6, and 7.

Example: A person formerly on step 1.5 is now on step 2.

If there is step advancement, it will be on July 1<sup>st</sup>. If either the paraprofessionals or secretaries do not advance a step, they will move to the next fiscal year's pay schedule at the same step. Example: A secretary is on step 2.5 (new 4) in 2020-21 and is paid \$20.61/hour. If there is no step movement in 2021-22, the secretary's rate will be \$21.13/hour.

Paraprofessionals hired on or after July 1, 2020 will advance one step in 2021-22 and 2023-24. There will be no step movement in 2020-21 and 2022-23 for paraprofessionals.

The secretaries will advance two steps in 2020-21, and one step in 2022-23. There will be no step movement in 2021-22 and 2023-24 for secretaries.

## APPENDIX B

### Sick Leave Bank

1. Each member of the unit shall be permitted to contribute any one (1) day from his/her sick leave accumulation reserve each school year to a "Sick Leave Bank" which shall be established to aid bargaining unit employees who suffer prolonged illness and whose sick leave accumulation has been exhausted. The bank shall be built up to a maximum of two hundred (200) days. No more days shall be added until the bank is depleted to approximately one hundred (100) days. Then the bank will be built up again using the same process.
2. A member with three (3) years or less in the Plymouth System may be permitted to draw up to 1 day against the bank after his own accumulated sick leave has been exhausted.
3. A member with more than three (3) years in the Plymouth School System may be permitted to draw a maximum of sixty (60) total days over a two-year period against the bank after his/her own accumulated sick leave has been exhausted. For the purposes of this paragraph, the term "two-year period" shall mean two (2) contract years (July 1 through June 30).
4. All applications for use of sick leave bank days shall be submitted to a committee composed of two bargaining unit representatives and two representatives designated by the Administration. In the event of a tie among the members of the committee regarding any request to use days from the sick leave bank, the Superintendent shall make the final determination regarding the request. The committee shall be responsible for keeping all records related to the sick leave bank.
5. The following conditions shall apply:
  - a. Additions to the bank shall be made at the beginning of each school year.
  - b. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
  - c. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
  - d. Sick leave shall mean the leave a staff member has for that year, plus his/her accumulation.
  - e. The committee will respond to any application request within a reasonable time.
  - f. Only participating bargaining unit members who contributed to sick leave bank shall be considered eligible.

SIDE LETTER

The Plymouth Board of Education and UAW, Local 376 agree that notwithstanding the provisions of Section 15.01 of the contract, the maximum sick leave accumulation for the following three employees shall be as set forth below (based on their sick leave accumulations as of June 30, 2016):

Alarcon, Dawn 155  
Danis, June 155  
Sieracki, Carol 180

PLYMOUTH BOARD OF EDUCATION

UAW, LOCAL 376

By: *Walter Lee*

By: *Gregory T. Smith*

Date: *March 11 2020*

Date: *3/10/2020*