AGREEMENT BETWEEN THE

SEYMOUR BOARD OF EDUCATION

AND THE

UPSEU

SEYMOUR BOE SECRETARIES
UPSEU, LOCAL 424 - Unit 125

SEPTEMBER 1, 2019
to

June 30, 2022
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PREAMBLE

This Agreement entered into by the Seymour Board of Education (hereinafter referred to as the Board), and the United Public Service Employees Union, Local 424 (hereinafter referred to as the UPSEU), has as its purpose the promotion of harmonious relations between the Board and the UPSEU; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I - RECOGNITION

The Board recognizes UPSEU, for the purposes of negotiation, as the exclusive representative of all School Secretaries and Bookkeepers employed twenty (20) hours or more per week pursuant to an agreement between the Board and the UPSEU for the purpose of hours, wages, and working conditions. The job classification of Administrative Assistant at the Board of Education Central Office shall be excluded from UPSEU and shall not exceed two (2) positions.

All bargaining unit employees are directly responsible to their administrators.

ARTICLE II - BOARD RIGHTS, RESPONSIBILITIES AND PREROGATIVES

The exclusive functions and rights of the Board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel; manage the school system and the direction of its work force; determine methods and levels for financing and budget allocation; provide, when necessary, for the transportation of students; designate the schools to be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system to give the children of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property used for school purposes; decide the textbooks and/or technology in place thereof to be used; make rules for the arrangement, use and safekeeping of the school libraries and to approve the books materials or media selected therefore; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine, the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of employees required to promote the efficient operation of the school system; distribute work to employees in accordance with the job content and job requirements determined, and from time to time redetermined, by the Board; establish assignments for employees; determine the procedures for promotion of employees; create, enforce and, from time to time, change rules and regulations concerning discipline of employees; discipline, suspend or discharge employees for just cause; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system. The Board shall not, however, exercise any of the rights listed herein in a manner that contravenes an express provision of this Agreement.
These rights, responsibilities and prerogatives are subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such right, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

ARTICLE III - WORK YEAR AND VACATIONS

All full-time secretaries shall work a 52-week year with the following paid vacation schedule:

1. After completion of one (1) year of service from date of hire, an employee will receive two (2) weeks paid vacation.

2. After completion of three (3) years of service from date of hire, an employee will receive three (3) weeks paid vacation.

3. After completion of five (5) years of service from date of hire, an employee will receive four (4) weeks paid vacation.

4. Vacations may be taken any time during the contract year, which is defined as July 1 to June 30, except no vacation time may be taken on any day during either the five (5) working days prior to the commencement of the school year or the five (5) working days subsequent to the last day of the school year, unless specifically granted in writing by the Superintendent or his/her designee.

5. Upon request and at the Superintendent’s discretion, a maximum of three (3) vacation days may be carried over from the previous year into the subsequent year.

ARTICLE IV - WORKDAY

The workday will consist of 7-1/2 hours when school is in session, exclusive of a 1/2-hour unpaid lunch break. When school is not in session, at the discretion of the Superintendent or his/her designee, the workday may be reduced to five (5) hours per day.

ARTICLE V - LEAVES

1. **Sick Leave:** Fifteen (15) days sick leave, with full pay, shall be granted each year as of July 1st, accumulative to 160 days.

Secretaries hired during the course of the year will have the number of days pro-rated from their date of hire to July 1st.

Sick leave is to be used for the purpose of compensating an employee who is unable to attend to the duties of his/her position due to illness or physical incapacity, which
includes but is not limited to temporary disability caused by pregnancy, childbirth and recovery there from.

Secretaries who have been absent due to illness or physical incapacity for a period of five (5) consecutive working days or more may be required to submit a doctor's certificate of fitness to return to work before resuming their duties.

2. **Personal Leave:** Three (3) personal leave days, with full pay, shall be granted each year as of July 1st and must be approved by the Superintendent or his/her designee. Reasonable notice shall be provided in advance of use of the day(s). Personal leave days shall not be cumulative.

Secretaries hired during the course of the year will have the number of days pro-rated from their date of hire to July 1st.

3. **Death Leave:** In the event of a death occurring in the immediate family of an employee, no deduction in salary will be made for absence up to, but not exceeding, five (5) working days. Immediate family shall be defined as spouse, child, stepchild, grandchild, parent, in-laws or siblings.

4. **Jury Duty:** An employee who receives a jury duty notification indicating that the employee's name has been placed on a list of prospective jurors shall notify the Superintendent of this fact within five (5) workdays of receipt of notification. Absences for jury duty will not be charged against the three (3) personal days.

During the period of jury duty, secretaries shall continue to receive their full salary. After the fifth day of jury duty, the employee shall receive full salary less all compensation paid to the employee for jury service.

Secretaries called to jury duty are to report to their schools on scheduled workdays if their presence in Court is not required.

Secretaries must provide to the Superintendent or his/her designee documentation of days served on jury duty.

5. The Board shall provide an individual up-to-date Sick Leave / Personal Leave listing to each employee as of September 1st each year. The listing shall be provided no later than September 15th.

**ARTICLE VI - BENEFITS**

6.1 **High Deductible Health Plan** ("HDHP") with **Health Savings Account** ("HSA") Plan ("HDHP/HSA") for eligible employees and their dependents.

The Board will provide a HDHP/HSA which shall have a shared annual deductible of $2,000 individual and $4,000 family for the period from September 1, 2019 through and
including July 1, 2020, and $2,250 individual and $4,500 family for the period from July 1, 2020 through and including June 30, 2022 for in-network and out of network services. Once the deductible is met, the plan will pay 100% for in-network services. Out-of-network services shall be subject to an 80%/20% coinsurance to a coinsurance maximum of $3,000 for individual coverage and $6,000 for aggregate family coverage. The shared in-network and out-of-network out-of-pocket annual maximum shall be $5,000 for individual coverage and $10,000 for aggregate family coverage from September 1, 2019 through and including June 30, 2020 and $5,250 for individual coverage and $10,500 for aggregate family coverage from July 1, 2020 through and including June 30, 2022. Prescription co-pays of $5 for generic drugs, $25 for listed brand name drugs, and $40 for non-listed brand name drugs made after the annual deductible is satisfied will count towards the out-of-pocket maximum. A summary listing of benefits is provided in Appendix C.

A HSA shall be established by the Board for each eligible employee who participates in the HDHP/HSA. The Board shall contribute by direct deposit to the eligible employee's HSA a portion of the in-network annual deductible based on the following percentages and schedules:

September 1, 2019 to June 30, 2020  50%  full amount paid in July 2019
July 1, 2020 to June 30, 2021    40%  full amount paid in July
July 1, 2021 to June 30, 2022    30%  full amount paid in July

Eligible employees will pay the following percentages of premium during this Agreement:

September 1, 2019 to June 30, 2020    16.0%
July 1, 2020 to June 30, 2021    14.0%
July 1, 2021 to June 30, 2022    11.0%

The plan year for the HDHP/HSA shall be July 1st through June 30th.

The Board shall provide a Health Reimbursement Account (HRA) on the same terms, to include any agreed-upon Board contributions to the annual deductible, as the Health Savings Account (HSA) for those Secretaries not legally eligible for a HSA, with an unlimited roll on the HRA balance, not to exceed the total value of the HDHP deductible for that class of insurance.

6.2. When a generic equivalent is available and eligible employees obtain a listed or non-listed brand name drug, they will be responsible for the applicable co-payment plus the difference in cost between the generic and brand name drug. This provision applies regardless of whether the physician indicates *dispense as written* or *no substitution* on the prescription, unless the physician obtains Prior Authorization. When Prior Authorization is obtained, eligible employees will be responsible only for the applicable brand name co-payment.

Prescription benefits are limited to no more than a thirty (30) day supply for covered drugs purchased at a retail pharmacy, and no more than a ninety (90) day supply for
covered drugs purchased by mail order. There may be concurrent review for manufacturer's dosage limits and drug interactions.

Prescriptions may be filled up to 30 days with one co-payment at retail or a 31 to 90-day supply with two co-payments by mail order. Experimental drugs for cancer treatment undergoing clinical trials are covered, while other drugs require FDA approval.

6.3 A. Section 125 Plan - Payments for premium costs shall be made through a payroll deduction, which will be done by the adoption of an Internal Revenue Code Section 125 pre-tax premium conversion account so that health insurance contributions may be made from pre-tax dollars.

B. 1. Eligible employees participating in the HDHP/HSA will be allowed to deposit monies into a flexible spending account ("FSA") under Section 125 of the Internal Revenue Code, for the purpose of dependent care only. These monies may be expended for dependent care under Section 129 of the Internal Revenue Code. Eligible employees may also contribute voluntarily additional dollars to their account under the 125, 129, and 105(h) sections of the Internal Revenue Code.

2. The Board's cost for the FSA will not exceed $800.00 for start-up, $250.00 for annual renewal and $5.00 per participant each month. Any additional cost associated with the FSA will be borne by all the participants in the plan.

6.4 The Board will provide the Flexible Dental Program to eligible employees and eligible dependents, subject to the premium co-pays set forth above. A summary listing of benefits is provided in Appendix N.

6.5 The Board reserves the right to change insurance carriers provided such change shall result in comparable benefits and coverage with no increase in deductibles for secretaries/bookkeepers and their dependents and that such change should be preceded by sixty (60) day notice to the President of the UPSEU.

6.6 Health Benefits Buyout

A. Any secretary hired prior to September 1, 2010 may, from school year to school year, elect to waive health benefits and, in lieu thereof, receive 40% of the plan cost up to a maximum of $6,750.00. Secretaries who elect to make such waiver must notify the Board in writing that he/she is canceling his/her participation and coverage and the participation and coverage of his/her dependents in the insurance plans. The employee can exercise this option only once during the course of a given school year and must waive insurance coverage each school year in order to receive the premium refund. The Board shall make payment to those who waive insurance coverage as set forth above in the following manner:

½ the waiver payment in the first pay period in December;
½ the waiver payment in the first pay period in June.

B. During the period of insurance waiver, an employee who has waived insurance coverage shall be reinstated to the insurance program provided their request is in writing to the Board, and is for a substantial reason such as, but not limited to, the death of a spouse, divorce and in other instances where insurance coverage not provided by the Seymour Board but available to the employee is lost. Prior to reinstatement, the employee shall reimburse the Board the appropriate pro rata portion of the 40% premium refund or shall effect repayment by means of authorized payroll deduction. Reinstatement shall be in accordance with the regulations of the carriers which may mean, in some cases, that coverage might be delayed for up to one calendar quarter.

6.7 Retirement

A. All eligible employees will remain on the current retirement plan known as Plan B, Connecticut Municipal Employees Retirement Plan.

B. If an employee has at least ten (10) years of continuous service in the Seymour Public Schools at the time of retirement under the MERF plan, the employee may elect to continue his/her participation in the health/dental insurance program for active bargaining unit employees for the retired employee and his/her spouse. The cost of the health/dental insurance will be paid to the Board by the employee at the prevailing group rates. This benefit will terminate when the retired employee reaches the age of qualification for Medicare.

C. If an employee, who has twenty-five (25) years of service as of July 1, 2016, has at least thirty (30) years of continuous service in the Seymour Public Schools at the time of retirement under the MERF plan, the employee may elect to continue their participation in all health/dental insurance in effect at the time of retirement for the retired employee and their spouse. The cost of the health/dental insurance will be paid by the Board. This benefit will terminate when the retired employee reaches the age of qualification for Medicare.

If an employee, who does not have twenty-five (25) years of service as of July 1, 2016, has at least thirty (30) years of continuous service in the Seymour Public Schools at the time of retirement under the MERF plan, the employee may elect to continue their participation in all health/dental insurance in effect at the time of retirement for the retired employee and their spouse. The cost of the health/dental insurance will be shared by the Board and the retired employee based on the premium share provisions for active employees. This benefit will terminate when the retired employee reaches the age of qualification for Medicare.

When the employee with at least thirty (30) years of continuous service reaches the age of qualification for Medicare, the Board will pay the cost for the BC/BS high option/Plan 82 Medicare supplement for the retired employee and their spouse. This
benefit will terminate upon the death of the retired employee, provided that his/her spouse is eligible for Medicare. Once the surviving spouse is eligible for Medicare, such benefit shall cease.

A payment of $2,000 will be made to the employee retiring after thirty (30) years continuous service if the employee does not elect to continue the health/dental insurance coverage in effect at the time of retirement.

6.6 Life Insurance

Secretaries will be provided with group term life insurance coverage (subject to insurance carrier age restrictions) in the amount of $30,000 with the full premium paid by the Board. This benefit will terminate upon the employee's cessation of employment with the Board.

ARTICLE VII - HOLIDAYS

The following holidays shall be considered non-working days for the secretarial staff with no reduction in hourly wages:

- Labor Day
- Columbus Day
- Good Friday
- Thanksgiving Day
- Day After Thanksgiving
- Martin Luther King Day
- Presidents' Day
- Veteran's Day
- Memorial Day
- Independence Day
- Floating Holiday

The Christmas recess shall also be considered a non-working, paid period for the secretarial staff, with no reduction in hourly wages.

When school is dismissed early on the day before a scheduled holiday, secretaries may leave 1/2 hour after the dismissal of students with no loss of regular wages.

If any of the above holidays are not observed as a school holiday, the secretarial staff will be granted a floating holiday in lieu of the scheduled holiday with no loss of regular wages.

ARTICLE VIII - SENIORITY, LAYOFF, RE-CALL - VACANCIES, TRANSFERS

A. Notice of Vacancies:

Notice of vacancies and/or new positions shall be posted in all schools for ten (10) working days prior to public announcement. The notice shall include the job classification, the nature of the job requirements in order to qualify, and the date by which the application must be filed.
B. Transfers:

1. Bargaining unit members who wish to apply for a vacancy or to transfer to another position shall file a written statement of such desire with the Superintendent or his/her designee within the time limit provided.

2. When a position becomes available, present employees will be given the opportunity to transfer to the open position first before hiring from the outside to fill a vacant position provided the employee is qualified to do the job in the opinion of the administration.

3. Where two members apply for the transfer, the position shall be filled by the person with the greatest seniority, provided both persons are qualified to do the job in the opinion of the administration.

4. In the event that a bargaining unit employee is denied a transfer, the employee will be notified, in writing, of the reason, or reasons, for such denial by his/her Administrator making such decisions.

5. The opinion of the administration as it applies to Article VIII, paragraph B, items #2, #3 and the contents of the letter as set forth in item #4, are not grievable.

C. Seniority:

1. A Seniority listing as of September 1st will be posted each year by September 15th and a copy shall be provided to the President of the Secretaries' Union.

2. Seniority is defined as the employee's continuing and uninterrupted length of service to the Board from the employee's most recent date of hire.

3. Any objection to the seniority list shall be reported to the Superintendent within ten (10) working days of the posting of the Seniority Listing.

D. Lay-off and Recall:

1. Lay-off of employees will be in inverse order of seniority.

2. Recall of employees will be in inverse order of lay-off. Employees shall have recall rights for one (1) year from date of lay-off.

3. Any person being recalled as a result of lay-off shall retain previous seniority.

4. Notice of recall will be sent by certified mail to the last address and email provided to the Board by the employee.
5. In the event an employee refuses to return to work when recalled, or fails to respond to an offer of recall within five (5) days from the date of receipt of the notice of recall, his/her seniority will be considered lost and he/she will no longer be considered eligible for recall.

ARTICLE IX - SEVERANCE PAY

9.1 Upon retirement under the terms of the MERF plan, employees with less than twenty-five (25) years of continuous service shall receive a one-time payment of fifty (50%) of their accumulated sick leave.

Upon retirement under the terms of the MERF plan, employees with twenty-five (25) or more years of continuous service shall receive a one-time payment of seventy-five percent (75%) of their accumulated sick leave.

9.2 Upon lay-off by the Board, employees with ten (10) or more years of continuous service shall receive a one-time payment of twenty-five (25%) of their accumulated sick leave.

9.3 No employee hired after September 1, 2007 shall be eligible for the severance and lay off benefits noted in sections 9.1 and 9.2 above.

ARTICLE X - GRIEVANCE PROCEDURE

10.1 The purpose of this grievance procedure shall be to maintain cooperation and understanding between the UPSEU and the Board to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the conditions of employment of employees. In instances where friction and misunderstanding may arise, the grievance procedure should be applied to alleviate the situation as quickly as possible with as few steps as possible and with the greatest possible satisfaction to all parties concerned. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of procedure. Nothing in this contract shall be construed as limiting the right of any employee having a grievance or problem to discuss the matter informally with the Administrator for referral to the Superintendent and the Board.

10.2 A grievance is hereby defined as any dispute between the Board and UPSEU concerning the interpretation or application of a specific term of this Agreement.

10.3 It is understood that employees shall, during and notwithstanding the pendency of any grievances, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

Formal grievance procedure can begin only after the employee has first attempted to resolve his dissatisfaction with the building administrator on an informal basis and has presented to the building administrator a written statement describing the grievance and a solution requested.
An employee must submit a written statement on a designated UPSEU grievance form within fifteen (15) days of the incident on which the grievance is based. A grievance once formally submitted to this procedure shall be terminated either by agreement of the parties concerned or by failure of the grievant or the UPSEU to refer the grievance to the next level within the specified time limit (or longer time if an extension is mutually agreed upon in writing).

10.4 The following steps are agreed to for formally settling properly established grievances. The time limits may be extended only by mutual written agreement.

10.4.1 First - Building Administrator

a. Employee presents a written statement of the grievance to the Building Administrator within fifteen (15) days of the event giving rise to the grievance.

b. The Building Administrator shall meet with the employee within five (5) days of receipt by the Building Administrator of (a).

c. The Building Administrator shall give a written decision to the employee within five (5) days of the meeting of (b).

10.4.2 Second - Superintendent

a. The employee files a request for appeal to the Superintendent with the Building Administrator within fifteen (15) days of the receipt of the decision of 3.4.1 (c) by the employee.

b. The Administrator and the Superintendent meet with the employee within twenty (20) days of receipt of the request of (a) by the Building Administrator.

c. The Superintendent gives a written decision to the employee within ten (10) days of the meeting of (b).

10.4.3 Third - Board

a. The employee files a request for appeal to the Board with the Superintendent within fifteen (15) days of receipt of the decision in 3.4.2 (c) by the employee.

b. The Board and the Superintendent meet with the employee within twenty (20) days of receipt of the request of (a) by the Superintendent.

c. The Board gives a written decision to the employee within ten (10) days of the meeting of (b).
10.4.4 Fourth – Mediation

If the grievant is not satisfied with the decision at Level Three, the UPSEU may request the services of the Connecticut State Board of Mediation to act as mediator of the grievance. Any request for mediation must be in writing and must be filed with the State Board within ten (10) days of receipt of the decision under Level Three. The mediator’s role shall be strictly advisory, and neither party shall be obligated to accept any opinion or recommendation of the mediator.

10.4.5 Fifth – Arbitration

a. When mediation does not resolve the issue satisfactorily, any party may opt for Arbitration. UPSEU shall provide notice of intent to request Arbitration within eleven (11) days from the date of receipt of the Mediator’s decision.

b. The UPSEU and the Board Chairman sign an agreement designating an arbitrator within ten (10) days of receipt by the Superintendent of the notice of (a). If they are unable to agree on an arbitrator during this time period, either may contact the American Arbitration Association to appoint an arbitrator.

c. The arbitrator reviews the record, holds hearing, receives statements, and then renders to all parties, his findings with reasons therefor. The arbitrator shall be encouraged to complete this action within twenty (20) days of his/her designation as arbitrator. The fees and expense charges by the arbitrator shall be shared equally by the UPSEU and the Board.

d. The arbitrator selected shall limit himself to the issues submitted and shall consider nothing else. He can add nothing to or subtract anything from this Agreement between the parties.

e. The decision of the arbitrator shall be binding upon the parties and all employees during the life of this Agreement unless the same is contrary to law.

ARTICLE XI - UNION MEETING ON SCHOOL PROPERTY

Upon approval of the Superintendent or his designee, after request at least twenty-four (24) hours in advance, the UPSEU may call meetings in each school before or after school or during the lunch hour whenever necessary, provided such meetings do not conflict with other scheduled activities.

ARTICLE XII - NON-DISCRIMINATION

There shall be no reprisals of any kind taken against any employee by reason of his membership in a professional organization or participation in its activities.
All provisions of this Agreement shall apply equally to all employees without discrimination in regard to political or labor organization affiliation, age, race, creed, color, religion, national origin, sex, marital status or physical disability. Any alleged violations of Article XII of this Agreement shall not be subject to the grievance and arbitration language set forth in Article X.

**ARTICLE XIII - NO STRIKE**

The UPSEU agrees it will not authorize, instigate, sanction or condone any strike, work stoppage, concerted refusal to render services or interference with the orderly operation of the Board at any time. Any employee who engages in such activity shall be subject to disciplinary action, up to and including discharge.

**ARTICLE XIV - AGENCY SHOP AND DUES CHECK-OFF**

14.1 During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the UPSEU.

14.2 UPSEU dues shall be deducted by the Board from the paycheck of each employee who signs and remits to the Board an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

14.3 The amount of dues or agency service fee deducted under this Article, together with a list of employees, shall be remitted to UPSEU in the month in which such deductions are made together with a list of employees and their addresses for whom any such deductions are made.

14.4 The UPSEU shall indemnify the Board for any liability or damages incurred by the Employer in compliance with this Article.

**ARTICLE XV — DISMISSAL/DISCIPLINARY ACTION**

All disciplinary action will be for just cause.

**ARTICLE XVI - PROBATIONARY PERIOD**

There shall be a probationary period of sixty (60) working days before the position is permanently filled. During a new employee's probationary period, no layoff, suspension, discipline or discharge shall be construed as a violation of any of the provisions of this Agreement or cause for or subject to the grievance and arbitration procedure as provided in Article X. In the event that an employee is absent from work during his/her probationary period, the employee's probationary period shall be extended for each day the employee was absent from work.
ARTICLE XVII — OVERTIME AND PAY

17.1 Employees shall be paid by direct deposit bi-weekly on Fridays.

17.2 The Board agrees to provide "Electronic Money Transfer (s)" in the following capacities:
   a. It will be mandatory for all employees to request, in writing, for the Board to credit to such employee's account all salary and wages in any bank which has agreed with the Board to directly accept such wage deposits.
   b. To transmit monies to agents of record each pay period.

17.3 Overtime shall be paid only if approved in advance in writing by the Superintendent or his/her designee or verified in writing by the building/department administrator.

ARTICLE XVIII - WEATHER CONDITIONS

When schools are closed because of any emergency such as snow, ice or other hazardous conditions, school-based employees will be excused from work without loss of pay.

When school children are dismissed early because of an emergency such as snow, ice or other hazardous conditions, school based employees will be excused one-half hour after the children are dismissed without loss of pay, except one designated employee who will stay until all buses have completed their runs.

On late opening school days, the school-based employees are expected to make every effort to report to work and shall suffer no loss of pay or leave time, provided they report to work when school opens.

When a school-based employee is required to work when school is closed for any of the above reasons, he/she will be compensated as stated in Article XVII - Overtime.

With respect to non-school based employees, the above-noted language shall be applied at the discretion of the Superintendent or his/her designee.

ARTICLE XIX - GENERAL

19.1 Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof, directly specified in the decision. Upon issuance of a decision, the parties agree immediately to negotiate concerning a substitute for the invalidated article, section or portion thereof.

19.2 This Agreement shall be electronically accessible to all members of the bargaining unit.
19.3 The UPSEU shall furnish the Board with a list of its officers and executive committee members and shall notify the Board as soon as possible, in writing, of any changes. Such notification shall be sent to the Superintendent. No officer or executive committee member shall be recognized by the Board until such written notification of the appointment shall be received by the Board from a duly authorized officer of the UPSEU.

19.4 The use of masculine or feminine pronouns in this Agreement shall apply to employees of either sex.

19.5 Any bargaining unit member who voluntarily leaves the employment of the Board shall give the Board two (2) weeks' notice whenever possible.

ARTICLE XX – DURATION

This Agreement contains the full and complete agreement between the Board and the UPSEU on all bargainable issues. The Agreement shall be binding upon the Board and the UPSEU for the period of three (3) years from the 1st day of September 2019 to and including the 30th day of June 2022.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this ___ day of __________________, 2020.

By: ________________
UPSEU, Unit 125 President

By: ________________
UPSEU President Kevin E. Boyle, Jr.

By: ________________
Chairperson, Seymour Board of Education

Witness for Union __________________
Date 3/12/2020

Witness for BOE __________________
Date 4/14/2020
APPENDIX A

September 1, 2019 - June 30, 2022

All new hires shall be placed on step one and shall advance one step each contract year. All other current employees covered by this Agreement shall advance one step each contract year except those at maximum step, who shall move horizontally each contract year.

If an employee is hired after April 1st of the then current contract year, he/she will remain on the same salary step at the commencement of the ensuing contract year.

SECRETARIES SALARY SCHEDULES

System-Wide Bookkeepers

<table>
<thead>
<tr>
<th>G.W.I.</th>
<th>2.50%</th>
<th>2.50%</th>
<th>2.50%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9-1-19 to 6-30-20*</td>
<td>7-1-20 to 6-30-21</td>
<td>7-1-21 to 6-30-22</td>
</tr>
<tr>
<td>Hourly Rate</td>
<td>Hourly Rate</td>
<td>Hourly Rate</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>Step One</td>
<td>$22.23</td>
<td>$22.79</td>
<td>$23.36</td>
</tr>
<tr>
<td>Step Two</td>
<td>$23.40</td>
<td>$23.99</td>
<td>$24.59</td>
</tr>
<tr>
<td>Step Three</td>
<td>$24.88</td>
<td>$25.50</td>
<td>$26.14</td>
</tr>
<tr>
<td>Step Four</td>
<td>$26.64</td>
<td>$27.31</td>
<td>$27.99</td>
</tr>
<tr>
<td>Step Five</td>
<td>$27.31</td>
<td>$27.99</td>
<td>$28.69</td>
</tr>
</tbody>
</table>

Secretaries/Operating Unit Bookkeepers

<table>
<thead>
<tr>
<th>G.W.I.</th>
<th>2.50%</th>
<th>2.50%</th>
<th>2.50%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9-1-19 to 6-30-20*</td>
<td>7-1-20 to 6-30-21</td>
<td>7-1-21 to 6-30-22</td>
</tr>
<tr>
<td>Hourly Rate</td>
<td>Hourly Rate</td>
<td>Hourly Rate</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>Step One</td>
<td>$21.06</td>
<td>$21.59</td>
<td>$22.13</td>
</tr>
<tr>
<td>Step Two</td>
<td>$22.23</td>
<td>$22.79</td>
<td>$23.36</td>
</tr>
<tr>
<td>Step Three</td>
<td>$23.71</td>
<td>$24.30</td>
<td>$24.91</td>
</tr>
<tr>
<td>Step Four</td>
<td>$25.47</td>
<td>$26.11</td>
<td>$26.76</td>
</tr>
<tr>
<td>Step Five</td>
<td>$26.11</td>
<td>$26.76</td>
<td>$27.43</td>
</tr>
</tbody>
</table>

Secretaries work year - 7.5 hours per day x 260 workdays per year = 1950 hours

*Retroactive to September 1, 2019
APPENDIX B

Section 1. Longevity shall be considered an added compensation to employed services to the Board. Longevity payments shall not affect the annual pay rate to which the employee is entitled. Said longevity payments shall be included in the employee's total earnings for the purpose of determining his/her pension benefits.

a. Longevity payments shall be as follows:

- 15 years of service but less than 20 years $200.00
- 20 years of service but less than 25 years $250.00
- 25 years of service but less than 30 years $300.00
- 30 years of service and thereafter $350.00

Section 2. Service shall be calculated from the first date an employee is assigned as a bargaining unit employee of the Board.

Section 3. The longevity payments prescribed by this article shall be included in the pay distributed on the first payday in September in each year. The parties specifically agree that there shall be no proration of longevity payments. The parties agree that an employee shall be deemed entitled to the longevity payment prescribed by this article as of the first day of the contract year in which he/she will attain, or does attain, the years of service noted in the schedule in Section 1, hereof.

Section 4. In the event of the death of an employee who is entitled to such longevity payments, said longevity payments shall be paid to his/her widow(er) or, in the event the employee is not survived by a widow(er), said longevity pay shall be paid to his/her dependent children.

Section 5. Only employees hired prior to July 1, 2016, will be eligible for longevity payments.
# APPENDIX C
## SUMMARY OF HEALTH BENEFITS

**Cigna Health and Life Insurance Co.**
For - Town of Seymour and Board of Education
HDHPQ Open Access Plus Plan
Effective - 07/01/2020

**Selection of a Primary Care Provider** - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card. For children, you may designate a pediatrician as the primary care provider.

**Direct Access to Obstetricians and Gynecologists** - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card.

<table>
<thead>
<tr>
<th>Plan Highlights</th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lifetime Maximum</strong></td>
<td>Unlimited</td>
<td>Unlimited</td>
</tr>
<tr>
<td><strong>Plan Coinsurance</strong></td>
<td>Your plan pays 100%</td>
<td>Your plan pays 100%</td>
</tr>
<tr>
<td><strong>Maximum Reimbursable Charge</strong></td>
<td>Not Applicable</td>
<td>230%</td>
</tr>
<tr>
<td><strong>Contract Year Deductible</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual: $2,250</td>
<td>Individual: $2,250</td>
<td></td>
</tr>
<tr>
<td>Family: $4,500</td>
<td>Family: $4,500</td>
<td></td>
</tr>
<tr>
<td><strong>Contract Year Out-of-Pocket Maximum</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual: $5,000</td>
<td>Individual: $5,000</td>
<td></td>
</tr>
<tr>
<td>Family: $8,850</td>
<td>Family: $10,000</td>
<td></td>
</tr>
</tbody>
</table>

- The amount you pay for all covered expenses counts towards both your in-network and out-of-network deductibles.
- Plan deductible always applies before any copay or coinsurance.
- All eligible family members contribute towards the family plan deductible. Once the family deductible has been met, the plan will pay each eligible family member's covered expenses based on the coinsurance level specified by the plan.
- This plan includes a combined Medical/Pharmacy plan deductible.
- The amount you pay for all covered expenses counts towards both your in-network and out-of-network out-of-pocket maximums.
- Plan deductible contributes towards your out-of-pocket maximum.
- All copays and benefit deductibles contribute towards your out-of-pocket maximum.
- Mental Health and Substance Use Disorder covered expenses contribute towards your out-of-pocket maximum.
- All eligible family members contribute towards the family out-of-pocket maximum. Once the family out-of-pocket maximum is met, the plan will pay each eligible family member's covered expenses at 100%.
- This plan includes a combined Medical/Pharmacy out-of-pocket maximum.
## APPENDIX C
(con't.)

### Benefit

<table>
<thead>
<tr>
<th>Physician Services – Office Visits</th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Visit - Primary Care Physician (PCP) or Office Visit – Specialist</td>
<td>After deductible met, plan pays 100%</td>
<td>After deductible met, plan pays 80%</td>
</tr>
</tbody>
</table>

**NOTE:** Obstetrician and Gynecologist (OB/GYN) visits are subject to either the PCP or Specialist cost share depending on how the provider contracts with Cigna (i.e. as PCP or as Specialist).

| Surgery performed in PCP Office or Surgery performed in Specialist Office | After deductible met, plan pays 100% | After deductible met, plan pays 80% |
| Allergy Treat/Injections in PCP Office or Allergy Treat/Inj. in Specialist Office | After deductible met, plan pays 100% | After deductible met, plan pays 80%. |
| Allergy Serum - PCP or Allergy Serum | After deductible met, plan pays 100% | After deductible met, plan pays 80%. |
| • Dispensed by the physician in the office | | |

| Cigna Telehealth Connection Services | After deductible met, plan pays 100% | Not covered |
| • Includes charges for the delivery of medical and health-related consultations via secure telecommunications technologies, telephones and internet only when delivered by contracted medical telehealth providers (see details on myCigna.com) | | |
| • Telehealth services rendered by providers that are not contracted medical telehealth providers (as described on myCigna.com) are covered at the same benefit level as the same services would be if rendered in-person. | | |

### Preventative Care

<table>
<thead>
<tr>
<th>Preventive Care</th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preventive Care Birth through age 6</td>
<td>Plan pays 100%</td>
<td>For PCP or Specialist: After deductible is met, your plan pays 80%</td>
</tr>
<tr>
<td>Ages 7 and older</td>
<td>Plan pays 100%</td>
<td>For PCP or Specialist: After deductible is met, your plan pays 80%</td>
</tr>
<tr>
<td>• Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit when billed as part of office visit.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Immunizations</th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Birth through age 6</td>
<td>Plan pays 100%</td>
<td>For PCP or Specialist: After deductible is met, your plan pays 80%</td>
</tr>
<tr>
<td>Ages 7 and older</td>
<td>Plan pays 100%</td>
<td>For PCP or Specialist: After deductible is met, your plan pays 80%</td>
</tr>
</tbody>
</table>

| Mammogram, PAP, and PSA Tests | Plan pays 100% | Plan pays based on place of service, |
| • Coverage includes the associated Preventive Outpatient Professional Services. | | |
| • Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service. | | |
### APPENDIX C (con’t.)

<table>
<thead>
<tr>
<th>Benefit</th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Inpatient</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Inpatient Hospital Facility Services</strong></td>
<td>After deductible met, plan pays 100%</td>
<td>After deductible met, plan pays 80%</td>
</tr>
<tr>
<td>Semi-Private Room: In-Network: Limited to the semi-private negotiated rate</td>
<td>Out-of-Network: Limited to semi-private rate</td>
<td></td>
</tr>
<tr>
<td>Private Room: In-Network: Limited to the semi-private negotiated rate</td>
<td>Out-of-Network: Limited to semi-private rate</td>
<td></td>
</tr>
<tr>
<td>Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)): In-Network: Limited to the negotiated rate</td>
<td>Out-of-Network: Limited to ICU/CCU daily room rate</td>
<td></td>
</tr>
<tr>
<td><strong>Inpatient Professional Services</strong></td>
<td>After deductible met, plan pays 100%</td>
<td>After deductible met, plan pays 80%</td>
</tr>
<tr>
<td>• For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</td>
<td>After deductible met, plan pays 100%</td>
<td>After deductible met, plan pays 80%</td>
</tr>
<tr>
<td><strong>Outpatient</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Outpatient Facility Services</strong></td>
<td>After deductible met, plan pays 100%</td>
<td>After deductible met, plan pays 80%</td>
</tr>
<tr>
<td><strong>Outpatient Professional Services</strong></td>
<td>After deductible met, plan pays 100%</td>
<td>After deductible met, plan pays 80%</td>
</tr>
<tr>
<td>• For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</td>
<td>After deductible met, plan pays 100%</td>
<td>After deductible met, plan pays 80%</td>
</tr>
<tr>
<td><strong>Short-Term Rehabilitation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PCP or Specialist</strong></td>
<td>After deductible met, plan pays 100%</td>
<td>After deductible met, plan pays 80%</td>
</tr>
<tr>
<td>Contract Year Maximums:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Pulmonary Rehabilitation, Cognitive Therapy, Physical Therapy, Speech Therapy, Occupational Therapy and Chiropractic Care - 100 days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Limits are not applicable to mental health conditions for Physical, Speech and Occupational Therapies.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cardiac Rehabilitation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PCP or Specialist</strong></td>
<td>After deductible met, plan pays 100%</td>
<td>After deductible met, plan pays 80%</td>
</tr>
<tr>
<td>Contract Year Maximum:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Cardiac Rehabilitation – 36 days</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Note:</strong> Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT D
Summary of Flex Dental Benefits

Flex Dental Plan

HOW IT WORKS
This dental plan provides coverage for a wide range of dental services up to contractual maximums listed below per insured person per calendar year for the services listed below. There is a $1500.00 maximum on Categories 1, 2 and 3. There is a lifetime maximum of $1,000 on category 4.

(CATEGORY 1) DIAGNOSTIC & PREVENTIVE SERVICES
Payable at 100% of usual, customary and reasonable charges at participating dentists:
   - Initial oral exams - 1/36 months
   - Periodic Oral exams – 2/Year
   - Prophylaxis – 2/Year
   - Topical application of fluoride - 2/Year to age 19
   - Space maintainers to age 19
   - X-rays
   - Emergency Treatment

(CATEGORY 2) BASIC SERVICES-Deductible of $50 for Individual/ $150 for Family on Categories 2 & 3
Payable at 80% of usual, customary and reasonable charges at participating dentists:
   - Fillings
   - Root canals
   - Stainless steel crowns (Primary Teeth)
   - Extractions
   - Oral Surgery
   - Repair of dentures – 1/Year
   - Relining of dentures – 1/2 Years
   - Recement crown
   - Recement bridge
   - Repair bridge

(CATEGORY 3) MAJOR SERVICES-Deductible of $50 for Individual/ $150 for Family on Categories 2 & 3
Payable at 50% of usual, customary and reasonable charges at participating dentists:
   - Crowns - 1/Tooth/5 Years
   - Post and Core-1/Tooth/5 Years
   - Inlays - 1/Tooth/5 Years
   - Onlays - 1/Tooth/5 Years
   - Periodontics
   - Prosthodontics - 1/Tooth/5 Years

(CATEGORY 4) ADDITIONAL SERVICES
Payable at 50% of usual, customary and reasonable charges at participating dentist:
   - Orthodontics-children up to age 19 years
   - Maximum of $1,000 per lifetime.

PRINCIPAL LIMITATIONS AND EXCLUSIONS
Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or
at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Master Group Policy on file with your employer or your Certificate of Membership.

This is not a legal policy or contract. It is only a general description of your Anthem Blue Cross & Blue Shield benefits. If there are discrepancies between the dental rider and this summary, the dental rider shall control.