

COLLECTIVE BARGAINING AGREEMENT

***By and Between
the
Southington Board of Education
and the***



**UNITED PUBLIC SERVICE EMPLOYEES UNION
Southington BOE Physical Therapists &
Occupational Therapists Local 424 - Unit 113**

July 1, 2017 – June 30, 2020

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This agreement is entered into by and between the Southington Board of Education, hereinafter referred to as the "Board" and the United Public Service Employees Union (UPSEU), hereinafter referred to as the "Union."

ARTICLE I

RECOGNITION

Section 1.0

The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on all matters of wages, hours of employment, and all other conditions of employment, within the meaning of Section 7-471(3) of the Municipal Employee Relations Act for all employees working twenty (20) hours or more per week in the following classification: Occupational Therapist Assistants, Occupational Registered/Licensed Therapists, Registered Physical Therapists, Physical Therapists, Physical Therapist Assistants; excluding Lead Therapist(s) and all others excluded by the Act, pursuant to the Decision and Certification of Representative by the Connecticut State Board of Labor Relations, Case No. ME-32637.

ARTICLE II

UNION SECURITY AND DUES CHECK OFF

Section 2.0

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

Section 2.1

Union 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.

Section 2.2

Any employee who, within thirty (30) days after initial employment in the bargaining unit covered by this Agreement, fails to become a member of the Union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under section 2.3. The employer agrees to include a dues deduction membership card, agency fee card, and a union contract in the new hire packet. The employer further agrees to have either a member or agency fee card signed with all other new hire paperwork.

Section 2.3

The Employer shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment.

Section 2.4

The amount of dues or agency service fee deducted under this Article together with a list of employees shall be remitted to UPSEU within a week after the payroll period in which such deduction is made together with a list of employees for whom any such deduction is made.

Section 2.5

The Board will include on the above list the addresses of all new employees.

Section 2.6

The Union shall indemnify the Board for any liability or damages incurred by the Board in compliance with this article.

ARTICLE III **PROTECTION OF EMPLOYEES**

Section 3.0

A union representative may be granted permission from the Director of Business and Finance and/or his or her designee to enter school buildings to meet with union members on employment matters during non-instructional time. The Union representative's visit shall not interfere with an employee's work responsibilities or interfere with the District's standard operation and business procedure.

Section 3.1

When an employee is requested to transfer to a state or federally funded position, the employee's status as a regular Board employee shall not be jeopardized.

ARTICLE IV **HEALTH INSURANCE**

Section 4.0

The Board shall provide health insurance coverage for all members employed at an FTE status of .5 or more in accordance with the provisions of this article. During the life of the contract, the Board will offer a High Deductible/HSA plan ("HSA plan") as the sole plan.

Section 4.1

If an employee and the employee's enrolled spouse and dependents (if applicable) each complete one preventive physical examination during calendar year 2018, the employee will pay the discounted premium contribution set forth below for the costs of health insurance, dental insurance and life insurance as set forth in this article, effective July 1, 2019. If an employee and the employee's enrolled spouse and dependents (if applicable) do not each complete one preventive physical examination during calendar year 2018, the employee will pay the non-discounted premium contribution set forth below for the costs of such insurance coverage, effective July 1, 2019.

		Discounted Contribution	Non-discounted Contribution
OT/PT	Effective July 1, 2019	18.5%	20.5%
COTAS	Effective July 1, 2019	15.5%	17.5%

The wellness incentive set forth above shall apply to all employees who are employed by the Board as of January 1, 2018. Any employee hired after January 1, 2018 will pay the discounted premium contribution percentage for the 2019-20 contract year.

Section 4.2 - The HSA plan will include the following elements:

Cost Share Provisions	In-Network	Out-of Network (OON)
Annual Deductible (individual/aggregate family)	\$2,000/\$4,000	
Medical Cost Share	0%/100% (no member copays or coinsurance)	20/80% after deductible, up to co-insurance maximum
Prescription Drug Coverage	Subject to deductible then: \$10 Generic, \$25 Preferred Brand, and \$40 Non-Preferred Brand, up to co- insurance maximum	20/80% after deductible, up to co-insurance maximum
Coinsurance Maximum	\$0 Medical \$1,000/2,000 RX (Includes In-Network Post Ded. RX Copays)	\$2,000/4,000 (Includes OON Medical and OON RX Coinsurance)
Annual Combined In and Out of Network Out-of-Pocket Maximum ⁽¹⁾	\$5,000 individual coverage/\$10,000 family coverage (includes deductible and in-network and out-of- network cost shares)	

Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits

(1) Note: If a participant incurs no out-of-network services after the deductible the total Out-of-Pocket Max would be limited to \$3,000/\$6,000.

Section 4.3

The Board will fund fifty percent (50%) of the applicable HSA deductible amount. The Board's HSA contributions shall be pro-rated for employees hired into the bargaining unit during the contract year, based on the number of months remaining in the contract year. One-half of the Board's contribution toward the deductible will be deposited into the HSA accounts on or about September 1st and the remaining one-half will be deposited into the HSA accounts on or about March 1st. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

Section 4.4

A Health Reimbursement Account ("HRA") shall be made available for any employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

Section 4.5

Individual \$40,000 life insurance (group term).

Section 4.6 - Dental

Full service Blue Cross Dental Plan with Rider A for employee and eligible dependents.

Section 4.7 Employee Premium Contributions

The employees shall pay the following percentages toward the costs of the medical and insurance coverages set forth above, as applicable:

Occupational Therapists & Physical Therapists (OT/PT)

Effective upon ratification	17.5%
Effective July 1, 2018	17.5%
Effective July 1, 2019	18.5%

Occupational Therapist Assistants & Physical Therapist Assistants (COTAS)

Effective upon ratification	14.5%
Effective July 1, 2018	14.5%
Effective July 1, 2019	15.5%

1. The Board agrees to provide in-services as reasonably necessary to insure that each employee understands the insurance program.
2. The employees may participate in a Section 125 Plan established by the Board.

G. The Board may change insurance carriers provided that the change can be made without reducing coverage. Before making any change in carrier, the Board shall meet with the Union and discuss the nature of the change and the effects on the benefit program.

H. The Board makes no representations or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union or any employee covered by this agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

I. Except as otherwise noted in this Article, and except as otherwise required by applicable law, dependent insurance for the above coverages will cover dependent to age 26.

Section 4.8

Upon retirement, all full-time employees in the bargaining unit may, at their own expense, purchase medical insurance at group rates provided it is permitted by the carrier. The number of

years an employee may participate in this benefit will be based upon the rate of one (1) year of eligible participation after retirement for every four (4) years of service.

ARTICLE V

SENIORITY, LAYOFF & RECALL

Section 5.0

- A. Seniority shall be defined as an employee's continuous service with the Board of Education since his/her last date of hire as a bargaining unit member. Seniority shall not accrue during unpaid leaves of absence of greater than one month's duration, but service rendered prior to a leave shall be retained.
- B. The Board shall prepare a seniority list of all employees covered by this Agreement showing their seniority as of June 30 of each year. Said seniority lists shall be delivered to the Unit President by September 1 of each year.

Section 5.1

All new employees shall serve a probationary period of eighty (80) workdays. During this period the new employee shall be subject to all clauses of this Agreement, with the exception that he/she may be terminated without recourse to the grievance procedure.

Section 5.2

Four (4) separate seniority lists shall be established as follows for purposes of layoff and promotion, as follows:

- A. Occupational Therapists
- B. Physical Therapists
- C. Occupational Therapist Assistants
- D. Physical Therapist Assistants

Section 5.3

An employee scheduled for layoff shall be given no less than two (2) weeks' notice or the equivalent in wages.

Section 5.4

Layoffs shall take place as follows:

The employee with the least seniority within the affected classification, as set forth in Section 5.2, shall be laid off first. Under no circumstances shall an employee bump up or down into a separate classification, as set for in Section 5.2.

Section 5.5

- A. Employees who have been laid off shall be on a recall list for a period of two (2) years from the date of layoff. No employee shall be recalled to a position of greater rank, compensation, or authority and no part-time employee will be recalled to a greater part-time or full-time position. No new employee shall be hired into any classification for which there exists a qualified former employee on an active recall list. Employees shall be recalled in reverse order of seniority. Any laid off employee working in a lesser classification/position does not forfeit recall rights for the remaining period of recall.
- B. The Superintendent must receive acceptance of recall within two (2) weeks after notification of recall is sent by Certified Mail Return Receipt Requested to the employee's last known address unless there are extenuating circumstances which prevent the employee from accepting recall within such period.
- C. Refusal to accept recall for any reason other than extenuating circumstances will cause such employee's name to be stricken from the recall list.
- D. No part-time employee(s) will be used while regular employees in the bargaining unit are on layoff.

ARTICLE VI **VACANCIES, PROMOTIONS & TRANSFERS**

Section 6.0

All job vacancies shall be posted for a period of ten (10) working days prior to any action to fill any job opening. Job openings shall be filled based upon qualifications of all applicants. Best qualified applicants shall be appointed in accordance with the job description. Where qualifications are equal, seniority shall be the deciding factor. The decision of the superintendent or his designee regarding the best qualified applicant shall not be capricious or unreasonable. Should the Union on behalf of any affected employee believe that an employee was not awarded the job in accordance with this section, the Union may file a grievance in accordance with the grievance procedure.

Section 6.1

For the purposes of this Article, "vacancy" shall mean positions, which are open as a result of death, retirement, discharge, resignation, promotion, or the creation of a new position.

Section 6.2

Two copies of the job posting shall be sent to each school, one for the office and one for the

kitchen. Copies of job postings and a list of bargaining unit members applying for the job shall be given to the Union President at the end of the posting period upon request. The name of the person appointed shall be sent to the Union President at the time of appointment.

Section 6.3

- A. When a reduction in the work force or other bona fide circumstance requires the transfer of employees, the Board shall first seek volunteers when possible. In the absence of volunteers, the Board shall transfer within the affected classification by inverse order of seniority.
- B. The Board shall not make involuntary transfers without first discussing its intent and reasons with the Unit President.
- C. In the event of a vacancy the Board shall post the position on the district's website and allow ten (10) working days (Monday – Friday) for the employees to apply. If the vacancy occurs during the summer, the Board shall mail copies of the posting to the Unit President and Vice President.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.0 – Work Year

The regular work year for all employees shall be 186 days. Notwithstanding the preceding sentence, there shall be a potential for ten (10) additional working days during the summer recess. In the case of summer work, when needed, volunteers within the applicable classification (as set forth in Article V, Section 5.2), shall be solicited first for any summer work. If there are no volunteers for such work, the least senior employee in the applicable classification shall be required to perform the work. Employees shall receive official notification of summer assignments no later than June 1st, absent extenuating circumstances (e.g., student enrollment after June 1 and other similar programmatic and/or educational matters). In the event of extenuating circumstances, the Board will meet and confer with the Union about how best to provide sufficient coverage to meet the educational needs of the District.

In the event that an employee receives notice of a summer assignment on or before June 1st and is subsequently informed after June 1st that he/she is no longer needed for the summer assignment, (due to decreased enrollment, programmatic changes, etc.), he/she shall be paid as if he/she worked the full assignment in accordance with standard District payroll procedures.

Section 7.1 – Work Day

The regular work day shall be seven (7) hours, Monday through Friday. The starting and quitting times may be adjusted by mutual agreement between the Lead Therapist and/or his/her designee and the employee to best accommodate the school need.

In the event of an early dismissal or late opening due to weather conditions, full-time employees will be paid for those hours as if they were worked. Part-time employees shall be given an opportunity to make up the missed hours within that same payroll period. Employees will be dismissed fifteen (15) minutes after the students are dismissed. At the discretion of the Principal this time can be extended to meet an emergency situation.

Section 7.2—Call Back

With the authorization of the Superintendent or designee, any Occupational Therapist Assistant or Physical Therapist Assistant called back to work after his/her regular working day, shall be paid no less than a minimum of two (2) hours at time and one-half (1 ½). If the call back is between the hours of midnight and six a.m., the employee shall receive a minimum of four (4) hours pay at time and one-half (1½).

ARTICLE VIII HOLIDAYS

Section 8.1 -

Occupational Therapist Assistants and Physical Therapist Assistants will be paid for each day worked at their normal rate plus the following eleven (11) paid holidays:

New Year's Day	Memorial Day	Thanksgiving
Martin Luther King Day	Labor Day	Day After Thanksgiving
Presidents' Day	Columbus Day	Christmas Day
Good Friday	Veterans' Day	

If the Board of Education declares that school is in session on any declared contractual holiday referenced herein, employees shall be paid for said holiday, at straight time, in addition to being paid their regularly hourly wages for working that day.

Section 8.2

If a holiday falls while an employee is on sick leave, he/she shall be paid for the holiday and no deduction shall be made for sick leave.

ARTICLE VIV SICK LEAVE

Section 9.0

Sick leave may be used for personal illness, doctor's appointments, injury or other

incapacity or quarantine. Employees may use up to five (5) days of their accrued sick leave per year, on a non-cumulative basis, for the care of an employee's spouse, parents or children.

Section 9.1

Occupational Registered/Licensed Therapists and Registered Physical Therapists will be entitled to fifteen (15) paid sick leave days each school year. Unused sick leave days may accumulate from year to year up to a maximum of one hundred eighty (180) days. There shall be no payout for accrued, unused sick time upon separation from employment.

Occupational Therapist Assistants and Physical Therapist Assistants will be entitled to thirteen (13) paid sick leave days in 2017-18, fourteen (14) paid sick leave days in 2018-19 and fifteen (15) paid sick leave days in 2019-20. Unused sick leave days may accumulate from year to year up to a maximum of one hundred fifty (150) days. There shall be no payout for accrued, unused sick time upon separation from employment.

Section 9.2

In the event that an employee uses all his/her sick leave time, he/she shall not be paid for that day.

Section 9.3

All employees absent because of an illness due to a childhood communicable disease that is definitely traceable to contact made in school, will not have the absence charged against the employee's sick leave.

Section 9.4

The number of sick days that an employee has will be maintained in the Employee Portal system.

ARTICLE X **LEAVE OF ABSENCE**

Section 10.0

Up to a maximum of three (3) days leave of absence in any one (1) year with pay for any of the following stipulations, will be granted subject to application by the employee, in writing to the Personnel Office through the immediate supervisor no later than five (5) school days before the requested absence (except in the case of emergencies) and written approval from the Personnel Office.

1. Illness in the immediate family. Immediate family is defined as including a parent, husband or wife, a son or daughter, a brother or sister.

2. In the case of an emergency illness in the immediate family as defined in paragraph 1 above for the purpose of making arrangements for necessary medical and nursing care.
3. For attendance at graduation ceremonies (high school, college or military) of self, spouse, son or daughter.
4. For attendance at the funeral services of a person whose relationship to the employee warrants such attendance.
5. For participation in wedding ceremonies.
6. For birth of a child to spouse or time necessary to complete adoption procedures.
7. Moving one's domicile.
8. For legal affairs which cannot be handled normally outside school hours.
9. For warranted travel time for leaves under this Article.
10. For personal or emergency matters which cannot be handled normally outside school hours.

Section 10.1

Days for performance of mandatory religious obligations will be granted as personal days with pay when they occur on scheduled school days.

Section 10.2

Up to a maximum of three (3) days, including the day of the funeral, will be granted, with pay, for each occurrence of death of a parent, spouse, child, brother, sister, grandchild, grandparent, aunt, uncle, mother-in-law or father-in-law.

Section 10.3

Up to a maximum of two (2) days including the day of the funeral, will be granted, with pay, for each occurrence of death of a brother-in-law, sister-in-law, niece or nephew.

Section 10.4

Personnel covered by this Agreement who are called to jury duty shall be granted the difference between jury duty pay and their regular salary and such jury duty pay is not to be chargeable against allotted sick leave or leave of absence.

Section 10.5

Court appearance when subpoenaed as a witness, or when requested to appear by the Board of Education as a witness in a case connected with the employee's employment, will not be chargeable against allotted sick leave or leave of absence.

Section 10.6

Two (2) bargaining unit members shall be allowed such time as required for negotiations, without loss of pay for negotiation sessions scheduled during the employee's normal work day.

Section 10.7

The Board will allow members to take one (1) day, with pay, to attend an off-site professional development session provided the professional development is approved by the member's supervisor and is taken on a day already designated as a professional development day in the District.

Section 10.8

In the event that an employee receives Workers' Compensation, the difference between his/her regular pay and such compensation shall be paid by the Board for a period of up to one (1) year from the date of injury.

Section 10.9

Any employee who is on military duty shall receive full pay, minus military pay, while on such duty. This section shall not apply in the event an employee is called by the draft or enlists for an extended period.

Section 10.10

One (1) Union officers shall be entitled to one (1) day annually at their own expense, without pay, to attend Union conventions or other affairs of the Union, as the Union may designate. The Union shall notify the Board of who will attend one (1) week before the event.

Section 10.11

An unpaid leave of absence of up to one (1) year for medical, educational (to become a full-time student) childrearing or adoption, or emergency reasons may be granted to a full time employee pending recommendations by the Superintendent and approval by the Board of Education. Seniority shall not accrue while the employee is on said unpaid leave but shall be bridged upon returning to a paid status. Insurance benefits will continue during said leave providing the employee pays the monthly group rate cost. Upon completion of said leave, the employee shall be returned to his/her former position or its equivalent, unless the employee is laid off in accordance with Article V, Seniority, Layoff and Recall. The employee's replacement during the leave of absence will be employed on a temporary basis.

Section 10.12

An employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable State and federal statutes.

ARTICLE XI **WAGES**

Section 11.0

All wage rates effective during the term of this Agreement shall be reduced to writing by classification and attached to the Agreement as Appendix A.

Section 11.1

Employees shall be allowed to receive their wages in either twenty-two (22) equal payments or twenty-one (21) equal payments plus one (1) balloon check. All employees shall be paid by direct deposit.

ARTICLE XII **GRIEVANCE PROCEDURE**

Section 12.0

For the purpose of this Agreement, the term grievance means any dispute between the Board and the Union or between the Board and the employees concerning the effect, interpretation, application, claim of breach or violation of the terms of this Agreement.

A grievance shall be waived if the employee does not file a written grievance within thirty (30) working days after the employee knew, or should have known, of the act or condition upon which the grievance is based.

Any such grievance shall be settled in accordance with the following grievance procedure:

Section 12.1

Level One - Principal or Immediate Supervisor

An employee with a grievance or dispute shall submit the grievance in writing to his/her immediate supervisor or principal.

Section 12.2

Level Two - Director of Business and Finance

1. In the event that such aggrieved person is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within five (5) working days after presentation of the grievance, the written grievance may be filed

with the Director of Business and Finance or his/her designee.

2. The Director of Business and Finance or designee shall represent the administration at this level of the grievance procedure. Within ten (10) working days after receipt of the written grievance by the Director of Business and Finance, he/she shall meet with the aggrieved person and his/her representative in an effort to reach a solution. The Director of Business and Finance shall render his/her written decision within fifteen (15) working days.

Section 12.3

Level Three - Board of Education

If the aggrieved member is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within fifteen (15) working days after he/she first met with the Director of Business and Finance or his/her designee, he/she may file the written grievance with the Board. Within fifteen (15) working days after receiving the written grievance, the Board or a committee of the Board shall meet with the aggrieved member for the purpose of resolving the grievance. The Board or committee of the Board, as applicable, shall render a decision within ten (10) working days of the meeting. If the Board or committee of the Board does not respond at that time, the union may proceed to the next level of the procedure.

Section 12.4

Level Four - Arbitration

If the union is not satisfied with the decision of the Board at Level Three, an intention to submit the grievance to arbitration must be submitted to the Board within ten (10) days after the decision has been rendered.

The Board shall have the option to select either the Connecticut State Board of Mediation and Arbitration or the American Arbitration Association to hear the grievance. If the Board wishes to select the American Arbitration Association to hear the grievance, it shall so notify the Union, in writing, within ten (10) working days of receipt of the Union's written notice of intent to proceed to arbitration. In the event that the Board does not so notify the Union within such time period, the Board shall thereby waive its right to select the American Arbitration Association to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received, within ten (10) working days after the period for providing such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent of Schools or his/her designee.

If the grievance is processed through the State Board of Mediation and Arbitration, the parties shall share the arbitration filing fee equally. In the event that a grievance is processed to arbitration through the American Arbitration Association, the Board shall pay the full costs of the filing fees and the arbitrator's per diem fees.

The arbitrator so selected shall confer with representatives of the Board and the Union and hold hearings promptly and shall issue his/her decision in accordance with the rules of the American Arbitration Association or State Board of Mediation and Arbitration, as applicable. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

Section 12.5

Nothing herein shall be construed as prohibiting an aggrieved party from handling his/her own grievance up through Level Three of the grievance procedure if he/she so desires, but no Agreement shall be made that is contrary to any of the terms of this Agreement.

Section 12.6

If a grievance affects all or part of the bargaining unit, the Union shall submit such grievance in writing to the Director of Business and Finance directly, and the processing of such grievances shall be commenced at Level Two.

Section 12.7

Decisions rendered at Levels One, Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons thereof, and shall promptly be transmitted to all parties in interest and to the Union President.

Section 12.8

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 12.9

Forms for filing grievances shall be prepared by the Union and the Board.

Section 12.10

Extensions of time at Levels One, Two, Three and Four may, by mutual consent, be granted upon request by either the Board or the Union.

ARTICLE XIII **TRAVEL**

Employees shall be reimbursed at current I.R.S. rates for any and all authorized travel required in the course of his/her duties. Reimbursement will be based on monthly submission of "Travel Reimbursement Forms."

ARTICLE XIV

SENIORITY

Seniority is defined as the employee's continuous and uninterrupted service as an employee in the bargaining unit with the Board from the employee's date of hire calculated on the basis of the number of months served.

ARTICLE XV

DISMISSAL / DISCIPLINE

Section 15.0

Any discipline including dismissal shall be for just cause only. "Disciplinary action" as used in this Article shall normally be progressive in nature and shall include a verbal warning, a written warning, suspension or discharge. Serious misconduct may be grounds for immediate suspension or discharge.

Section 15.1

When disciplinary action is being contemplated against an employee, the supervisor will inform the employee of her/his right to Union representation.

Section 15.2

Any disciplinary action taken against the employee shall be reduced to writing of which a copy shall be given to the employee. It is understood that the Board and the Union must maintain the confidentiality of the employee subject to the Freedom of Information Act. Disciplinary action taken without Union representation will not be precedent setting.

ARTICLE XVI

RETIREMENT FUND

All employees will be covered by the Retirement Fund, Plan B, in accordance with the provisions of the Connecticut Municipal Employees' Retirement Fund.

ARTICLE XVII

MANAGEMENT RIGHTS

Section 17.0

Subject to the provisions of this Agreement, the Board reserves and retains all rights, authority and discretion, in the proper discharge of its duties and responsibilities, to control, supervise and

manage the schools and its staff. Subject to the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative, not subject to review, to direct the operation of the school system in all its aspects including, but not limited to, the following: to determine educational policy and maintain such educational activities as in its judgment will best serve the interests of the students; to decide the need for Board facilities; to determine the care, maintenance and operation of buildings, lands and other property used for Board purposes; to determine the equipment to be used; to prepare budgets and, in its sole discretion, expend monies appropriated by the legislature or derived from other sources for the operation of the schools; and to establish, change and enforce reasonable rules, regulations and policies concerning, among other things, conditions of employment not in conflict with this Agreement.

Section 17.1

Such rights and powers shall not be used to circumvent or supersede this Agreement. It is recognized by the Parties that all matters pertinent to wages, hours and other conditions of employment are negotiable under the terms of the Municipal Employee Relations Act and such rights are neither waived nor diminished by the foregoing language which shall be subject to all of the terms of this Agreement.

ARTICLE XVIII **MISCELLANEOUS**

Section 18.0

Employees desiring to review their official personnel folder will be permitted to do so. Upon request, employees shall be given a copy of their personnel folder at no cost.

Section 18.1

The Board agrees to provide to the Union, upon adequate notice, materials and information beneficial to the proper administration of the Agreement and/or its successors.

Section 18.2

Where any existing rule, regulation, procedure or policy of the Board is in conflict with any specific provision of the Agreement, the Agreement shall prevail.

Section 18.3

It is understood that employees shall continue to serve under the direction of the Superintendent of Schools in accordance with the Board and administrative policies, rules and regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

Section 18.4

The Board and the Union negotiating committees agree to meet upon request by either party for the purpose of interpretation, implementation and administration of the Agreement.

Section 18.5

This Agreement may be altered or modified only by mutual agreement of both parties and ratification of Union membership. This sentence shall not prevent the parties from waiving contractual language per mutual agreement. Such waiver shall not create a past practice or precedent.

Section 18.6

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

Section 18.7

The Board of Education agrees to provide any and all job descriptions to an employee upon request. In addition, the Board of Education agrees to post all job descriptions on the District website.

Section 18.8

The Board shall make the contract available on its website.

Section 18.9

The Board shall provide the UPSEU representative with three (3) original signed copies of the Agreement at the time of signing.

Section 18.10

The representative of the Union shall have access to the premises of the Board during working hours to discuss issues that may arise.

Section 18.11

The Board may, in its discretion, provide CPR/First Aid Training or PMT Training to bargaining unit members. Such training, if offered, shall be provided at Board expense.

ARTICLE XIX
SCOPE OF THE AGREEMENT

It is understood that all employees covered by this Agreement shall continue to serve under the direction of the Superintendent of Schools, in accordance with the Board of Education Policies and Administrative rules and regulations, provided that the provisions of this Agreement shall supersede and prevail over any conflicting provision.

ARTICLE XX
DURATION

The provisions of this Agreement and the attached wage schedule (Appendix "A") shall be effective as of July 1, 2017 and remain in full force and effect until June 30, 2020.

In witness whereof, the parties hereunto set their hands and seals this 22nd day of February, 2018.

SOUTHINGTON OCCUPATIONAL/PHYSICAL THERAPISTS UNION, UPSEU:

By Maureen Tombari
Maureen Tombari
UPSEU OT/PT Unit President

By [Signature]
Kevin Boyle, Jr.
UPSEU President

SOUTHINGTON BOARD OF EDUCATION:

By [Signature] 2-28-18
Brian S. Goralski, Chairman
Southington Board of Education

Appendix A
Wage Grid

Employee ID #	Position	2017-18		2018-19		2019-20	
		Hourly Rate	Salary	Hourly Rate	Salary	Hourly Rate	Salary
029548	OT		67,650		67,650		69,341
029777	PT		74,825		74,825		76,696
029688	PT		73,800		73,800		75,645
029530	OT		76,875		76,875		78,797
013965	COTA	35.88		35.88		36.78	
029823	COTA	38.95		38.95		39.92	

***The 2017-18 wage increase is retroactive to July 1, 2017**