

COLLECTIVE BARGAINING AGREEMENT

between

BRANFORD BOARD OF EDUCATION

and

**LOCAL 1303-365 OF CONNECTICUT COUNCIL #4
AFSCME, AFL-CIO**

Effective July 1, 2021 to June 30, 2024

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This Agreement entered into as of July 1, 2021, by and between the Branford Board of Education (hereinafter referred to as the "Board") and Local 1303-365 of Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Local").

ARTICLE I **RECOGNITION**

Section 1.1

The Board hereby recognizes Local 1303-365 of Connecticut Council 4, AFSCME, AFL-CIO as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all nurses and school health aides pursuant to the certification of representation and June 4, 1996 Settlement Agreement in Case No. ME-17,775.

Section 1.2

Job descriptions for positions in this bargaining unit are available for review and are located in the Superintendent's office.

ARTICLE II **NON-DISCRIMINATION**

Section 2.1

There shall be no discrimination, coercion or intimidation of any kind against any member of the bargaining unit on any basis prohibited by law, including marital status, sex, sexual orientation, gender identity or expression, race, creed, color, religious belief, age, disability, genetic information or union activity or membership. Grievances brought under this non-discrimination clause may be appealed through Step Two of the Grievance Procedure, but shall not be subject to arbitration.

ARTICLE III **PROBATIONARY PERIOD**

Section 3.1

Newly hired employees shall be subject to an initial probationary period of ninety (90) working days.

Section 3.2

An employee may be disciplined or discharged at any time during the probationary period. Such discipline or discharge is without the right of appeal and is not subject to the grievance

procedures set forth in this Agreement. Employees so disciplined or discharged shall be notified in writing of the reason for the discipline or discharge.

After completion of the probationary period, all paid leave to which an employee may be entitled under this Agreement shall be pro-rated based on the date of hire and may be used in accordance with applicable provisions of this Agreement.

Section 3.3

During the probationary period, the employee shall not attain seniority rights under this Agreement. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

ARTICLE IV **UNION SECURITY AND CHECK OFF**

Section 4.1

Upon the submission of a signed, voluntary written authorization by an employee, Union dues shall be deducted in ten (10) monthly installments beginning with the second payroll in September and each month thereafter.

Section 4.2

Names of employees employed to fill positions covered by the Agreement shall be furnished to the Local by the Board upon reasonable request.

Section 4.3

Dues deducted shall be sent to Council #4 no later than fifteen (15) calendar days from the day for which they are deducted and made payable to Local 1303-365. Such deduction shall be accompanied by a list of names and addresses.

Section 4.4

If an employee does not have Local dues deducted from his/her pay for that month due to their being on vacation, extended sick leave, leave of absence or any other reason, the Board shall make a double deduction each month thereafter until the employee becomes current.

Section 4.5

When an employee does not have sufficient money due him after deductions have been made for pension, social security, garnishments and any other deductions authorized by the Employer or required by law, Union dues for that month will be collected by the Union directly from the employee.

Section 4.6

Changes in dues will be sent to the Board of Education upon prior notice from AFSCME Headquarters.

Section 4.7

The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability which may arise out of any provisions of this Article, including reasonable attorney's fees.

Section 4.8

The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this Section promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the Board harmless from any claim arising as a result of any deduction made pursuant to this Section.

ARTICLE V NO STRIKE/NO LOCKOUT

Section 5.1

The Local agrees that during the length of this Agreement, there will be no strikes.

Section 5.2

The Board agrees that during the length of this Agreement, there will not be a lock out of its employees.

ARTICLE VI BULLETIN BOARDS

Section 6.1

The Local shall be allowed bulletin board space in each school for purposes of posting meeting, professional activity, AFSCME newsletters and other Union information. Such notices shall not be of a derogatory nature against the Board.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 7.1

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of employees.
- B. Both parties shall agree that these proceedings be kept as informal as is appropriate, at any level; and that at each level the proceedings shall be closed to the public, subject to applicable law.
- C. Nothing herein stated shall be construed as limiting the right of any employee having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.
- D. The grievant has the right to union representation at any and every stage of this procedure.
- E. On any grievance where the Building Level Administrator or the Superintendent or his designee fails to comply with the specified times limits, the grievances may be forwarded to the next step in the grievance procedure. Time limits may be waived by mutual agreement.

Section 7.2

- A. Grievance shall mean a claim by the Local, an employee or a group of employees that there has been a violation, misinterpretation or misapplication of the Agreement, or of administrative directives or policies of the Board which directives or policies constitute mandatory subjects of bargaining within the meaning of the M.E.R.A. Only a claim that there has been a violation, misinterpretation or misapplication of the Agreement may proceed beyond Step Two of the grievance process. Claims of violations or misinterpretation of administrative directives or policies of the Board may be processed up to Step Two and then may be presented to a hearing of the Board, provided that a request for a Board-level hearing must be submitted to the Board within ten (10) days of the Step Two response.
- B. Days shall mean nurses scheduled working days, except that following the end of the school year "days" shall mean business days until the first day of school in the next academic year. All grievances must be filed prior to the end of the work year.

Section 7.3

Step One - Building Level Administrator

- A. If an employee feels that she may have a grievance, he/she may first discuss the matter with his/her Building Level Administrator, stating that the matter is a grievance, in an effort to resolve the problem informally.
- B. If the employee is not satisfied with such disposition of the matter, he/she shall have the right to have the Union assist him/her in further efforts to resolve the problem informally with his/her Building Level Administrator.

Section 7.4

Step Two - Superintendent or his Designee

- A. If the aggrieved person is not satisfied with the disposition of his/her grievance he/she may, within ten (10) days after the occurrence or the date the employee knew or should have known of the occurrence file a written grievance with the above.
- B. The Superintendent or his/her designee shall, within ten (10) days after receipt of the grievance, meet with the aggrieved person and with a representative of the Union for the purpose of resolving the grievance.
- C. The Superintendent or his/her designee shall within five (5) days after the hearing, render his/her decision and the reasons thereof in writing to the aggrieved person with a copy to the Union.

Section 7.5

Step Three - Arbitration

- A. If the union is not satisfied with the decision of the Superintendent or designee at Step Two, written notice of the Union's intention to submit the grievance to arbitration must be submitted to the Superintendent or designee within fifteen (15) days after the Step Two decision has been rendered.

The Board shall have the option to select either the Connecticut State Board of Mediation and Arbitration (CSBMA) or the American Arbitration Association (AAA) to hear the grievance. If the Board wishes to select the AAA to hear the grievance, it shall so notify the Union, in writing, within ten (10) 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 AAA 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 or designee.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator have any power or authority to make any decision that requires the commission of an act prohibited by law or that is violative of the terms of this Agreement.

- B. The arbitration costs shall be borne equally by both parties.
- C. The Arbitration proceedings shall be in accordance with either the CSBMA's or the AAA's policies and procedures, as applicable.

ARTICLE VIII

DISCIPLINARY PROCEDURE

Section 8.1

No employee shall be discharged, suspended without pay, or receive a written warning without just cause. Grievances regarding written warnings may be appealed through Step Two of the Grievance Procedure, but shall not be subject to arbitration.

Section 8.2

All suspensions and discharges and disciplinary actions must be stated in writing and a copy sent to the President of the Local.

Section 8.3

Normally, disciplinary actions shall include either (a) a verbal warning, (b) a written warning, (c) suspension(s) or (d) discharge. However, the nature of the offense may warrant a change from this progressive disciplinary pattern.

ARTICLE IX

ASSIGNMENT AND TRANSFER

Section 9.1

The Board shall not arbitrarily or capriciously transfer employees in the Bargaining Unit.

Section 9.2

To the extent possible, transfers shall not be put into effect or announced without prior personal conference with the employee involved, and the Union if desired by the employee. Input from the Nurse Coordinator shall be obtained prior to the transfer.

Section 9.3

When involuntary transfers are necessary, length of service in the School System shall be a factor in determining which employee is to be transferred.

ARTICLE X **PROTECTION OF EMPLOYEE**

Section 10.1

Employees shall immediately report to their supervisors orally, to be followed by a written report, all cases of assault, suffered by them in connection with their employment.

Section 10.2

Such reports shall be forwarded to the Superintendent, and the Board shall comply with any reasonable request from the employee for information in its possession not privileged under the law which relates to the incident or the persons involved.

Section 10.3

If civil action proceedings are brought against an employee alleging that he/she committed an assault or alleging professional misconduct or negligence in the course of or in connection with his/her employment, such employee may request the Board to furnish legal counsel to defend him/her in such proceedings pursuant to Connecticut General Statutes Section 10-235.

ARTICLE XI **PERSONNEL FILE**

Section 11.1

An employee's personnel file shall be defined as that which is maintained in the Board's Central Office.

Section 11.2

Any employee covered by this Agreement shall at his or her request be allowed to review his or her personnel file after having given three (3) working days notice.

Section 11.3

No new material shall be placed in an employee's file unless the employee has been notified.

ARTICLE XII

UNION ACTIVITIES

Section 12.1

One (1) member of the Union Grievance Committee, and the grievant shall be granted leave from work, without loss of pay, for all meetings and arbitration hearings between the Board and the Local for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty. Every effort will be made to schedule such meetings when such member and the grievant are not scheduled to be on duty so as to avoid any conflicts with job duties and responsibilities. In addition, the Local President, and the impacted individual where appropriate, will be allowed leave from work for proceedings conducted by the State Board of Labor Relations pursuant to M.E.R.A.

Section 12.2

The President of the Local shall be granted up to three (3) days of leave from duty without loss of pay per school year for Union conferences, seminars, and conventions, provided the President submits a written notification for such leave to the Superintendent or the Superintendent's designee at least two (2) weeks in advance.

Section 12.3

The Board shall make available to the Local the facilities of the schools for the purpose of conducting meetings of the Local subject to the following conditions:

- A. The meeting is to be conducted outside of the normal instructional day.
- B. Request for use of facilities has been made to the Building Level Administrator and approved at least two (2) days prior to the meeting date.
- C. The meeting is held at a time when the building is normally open and custodial staff is available on a non-overtime basis.

ARTICLE XIII

BARGAINING UNIT WORK

Section 13.1

If the Board of Education intends to privatize or subcontract bargaining unit work, the Board shall comply with its obligations under M.E.R.A. and shall notify the local in writing as expeditiously as possible of its intent in advance of any action contemplated pursuant to this section.

Section 13.2

After said notice, the Local shall have the opportunity, at its request, to address the Board concerning at least the following:

1. The possibility of the Board's retention of bargaining unit employees;
2. The employment of the bargaining unit members by the third party.

Section 13.3

The Board agrees to allow Local 1303-365 access in accordance with the provisions of the Freedom of Information Act to contracts entered into for the purpose of this Section.

ARTICLE XIV SENIORITY

Section 14.1

Seniority is defined as the total length of continuous service with the Branford Board of Education, from the date of hire. Seniority will continue to accrue during paid authorized leaves of absence. The Board shall annually on or before September 15 furnish the Union with a Seniority listing.

Section 14.2

When a vacancy first occurs in the bargaining unit the Board will, as expeditiously as possible, decide whether or not to fill the position. If the position is to be filled, the Board shall post the position for a period of five (5) working days. It shall be awarded first to employee(s) in the unit based on seniority, skill and ability. If there are no bidders or qualified employees, then the Board may fill the vacancy from outside the bargaining unit.

Section 14.3

Seniority will be used for purposes stated within this Agreement.

Section 14.4

Employees shall have the option to receive their wages over a twelve (12) month calendar period.

Section 14.5

The Board shall continue to provide CPR training to employees covered under the Agreement with no cost to the employee. The Board shall also continue to provide Red Cross First Aid Certification training for aides at no cost.

ARTICLE XV
PRIOR PRACTICE

Section 15.1

Bargaining unit employees shall be eligible for mileage reimbursement in the amount equal to the IRS per mile rate for inter-school travel. In order to be eligible for such reimbursement, the employee must submit a written request for reimbursement to the Business Office no later than the thirtieth (30th) calendar day of the calendar month following the travel, except that reimbursement requests for mileage for the months of May and June must be submitted by the tenth (10th) calendar day of the calendar month following the travel.

Section 15.2

It is understood that the School Based Health Clinic work currently being performed was not intended to displace school nurses work.

Section 15.3

It is understood that any and all past practices that existed prior to implementation of this Agreement have been identified at the bargaining table and are specifically referenced in this Article or incorporated as specific provisions elsewhere in this Agreement. Accordingly, neither the Union nor any employee shall make a claim concerning any past practice alleged to have existed prior to implementation of this Agreement. Nothing herein is intended to foreclose the Union or an employee from making a claim concerning any possible practice that may develop after the date of implementation of this Agreement.

ARTICLE XVI
RESIDENCY

Section 16.1

There shall be no residency requirement for bargaining unit employees.

ARTICLE XVII
PENSION

Section 17.1

The Branford Board of Education agrees to remain a participating member in the Municipal Employees Retirement System (MERS) and further agrees to abide by its rules and regulations.

ARTICLE XVIII
SAVINGS CLAUSE

Section 18.1

In the event that any federal or State Legislation, governmental regulation or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

ARTICLE XIX
LABOR MANAGEMENT COOPERATION

Section 19.1

The Local and the Superintendent shall each designate two (2) people to meet and or confer at mutually convenient times for purposes of addressing and or resolving issues of mutual concern.

ARTICLE XX
PROFESSIONAL DEVELOPMENT

Section 20.1

Members of the bargaining unit shall be allowed to request and take paid time off from work for purposes of attending professional career enhancement. In addition to such time off with pay, a maximum of \$5,000 for the entire bargaining unit shall be available for reimbursement for registration/tuition and mileage (at the IRS rate), if approved of in advance by the Superintendent or his designee. Time off shall not be more than three (3) days per school year.

Section 20.2

Such requests pursuant to Section 20.1 shall not be unreasonably denied.

ARTICLE XXI
LAYOFF AND RECALL

Section 21.1

In the event there is a reduction in or a proposed reduction in the number of employees, the Board shall notify the Union President and the affected employee(s) as soon as possible, but in no event less than seven (7) calendar days before the effective date of the layoff. Employees on family or medical leaves shall be so notified.

Section 21.2

The order of layoff for employees covered by this Agreement shall be within the job title as follows:

1. Probationary employees, part-time before full-time;
2. Full-time employees (based upon the following factors: seniority and qualification based upon job description and work record).

Section 21.3

Employees who are laid off under this Article shall have recall rights as follows:

1. The affected employee shall notify the Superintendent of Schools in writing at the time of layoff that he/she requests placement on a recall list.
2. Employees who are laid off shall have recall rights to return to his/her former job title.
3. For a period of twelve (12) months, the affected employee shall have the right to be recalled to the job title from which he/she was laid off, if a position in that job title should become vacant and the Board decides to fill said vacancy.
4. No person shall be newly employed until all persons on the recall list have been notified by mail, and such persons either are offered re-employment, or declined such re-employment offer. An employee who declines an offer of re-employment shall forfeit recall rights. If a person on recall fails to respond to a letter notifying the employee of a recall opportunity within five (5) days of issuance of the letter, the employee shall lose recall rights.

ARTICLE XXII LEAVES OF ABSENCE

Section 22.1

A member who is called for jury duty shall receive the leave necessary to fulfill this obligation.

Such leave shall not be deducted from other leave privileges.

Members shall report to work on any work day or portion of a work day court is not in session or when they are legally excused.

While on jury duty, a member shall be paid the difference between his/her pay and the jury fee.

Section 22.2

If an employee is subpoenaed to appear in Court for a school-related incident, his/her absence is not to be deducted from any other "earned days," and he/she will receive full pay for the day(s) spent in Court or for preparation time at the direction of counsel for the school district, or at the direction of the Superintendent or his/her designee.

Section 22.3

Members of the bargaining unit shall be allowed five (5) non-cumulative days of absence with pay for a death in the immediate family (spouse, child, sibling or parent). Three (3) days funeral leave may be used for death of grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law. One (1) day funeral leave may be used for death of aunt or uncle or first cousin.

Section 22.4

Family and Medical Leave Act

Eligible employees will receive Family Medical Leave ("FMLA") pursuant to Board of Education policy and applicable federal or state statutes.

Section 22.5

Leaves of absence related to pregnancy will be granted consistent with current provisions of Federal and State statutes.

Section 22.6 - Long-Term Leaves of Absence

Leaves of absence ranging from three (3) months to one (1) year in duration may be granted without pay at the discretion of the Board of Education.

An employee on leave of absence who wishes to return to employment shall receive the first vacancy for which the employee is eligible, provided that written application for return to service is made to the Superintendent at least six months prior to the date of termination of the leave of absence.

All applications for long-term leave must explain the reasons for such requests.

Section 22.7 - Short-Term Leave

A short-term leave of absence shall consist of a leave of less than three (3) months.

Employees shall make application for such leave, in writing, to the Superintendent or the Superintendent's designee, at least thirty (30) days in advance, except in emergencies.

Section 22.8

Employees shall receive three (3) noncumulative personal days, per contract year, provided an appropriate form is completed three (3) working days in advance, except in emergencies, and such days are used for the discharge of legal responsibilities which cannot be discharged except during the regular work week and for other unavoidable conflicts of a personal nature involving the individual employee. Such leave may not be taken either the day before or after a holiday or in conjunction with any of the school vacations. However, with the permission of the Superintendent or his/her designee, such leave may be granted, except that such request shall be granted on a case-by-case basis.

Section 22.9

An additional personal day may be granted by the Superintendent or his designee to an employee for purposes of the observance of a religious holiday. The granting of such day shall not be arbitrarily or unreasonably denied.

ARTICLE XXIII **WORKERS' COMPENSATION**

Section 23.1

An employee who is receiving Workers' Compensation benefits shall be paid at the rate provided for in the Workers' Compensation Act. However, an employee who wishes to be paid his/her full salary during such time period may do so by using one-third of a day deducted from the employee's accumulated and/or annual sick leave for each day of absence. Under no circumstances shall an employee absent from school under this provision receive total salary greater than the employee's gross regular salary less Federal and State income taxes.

Section 23.2

During the waiting period after an employee applies for workers' compensation and while eligibility is being determined, the Board shall pay the employee's regular weekly wages and charge this period of time to sick leave, so long as such sick leave exists in the employee's sick leave account. If subsequently a determination is made that the employee is eligible for workers' compensation, the Board will be reimbursed by the employee from the proceeds of the workers' compensation and an adjustment will be made to the employee's sick leave account.

Section 23.3

Employees injured in the course of their official duties and in the performance of their work when such injury is compensatory under workers' compensation laws shall not be charged for sick leave while receiving workers' compensation, except as otherwise provided in Section 23.1.

ARTICLE XXIV
HEALTH AND INSURANCE BENEFITS

Section 24.1

A. Health Care Benefits

1. The Board shall provide to all eligible full-time bargaining unit employees, and their eligible dependents, health insurance coverage.
2. The Board shall provide to all eligible full-time bargaining unit employees and their eligible dependents, a dental plan.
3. The Board shall provide to all eligible part-time bargaining employees, spouse and their eligible dependents, health insurance coverage based on the premium cost-sharing percentages described in Section 24.1.C., Benefit Coverage, below.

The sole plan offered by the Board shall be a high deductible health plan (HDHP) with a Health Savings Account including the following components:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family) (Note: preventive care not subject to deductible)	\$2000/4000	
Co-insurance	N/A	20% after deductible
Cost Share Maximum (Individual/Aggregate Family)	\$5000/\$7150	
Lifetime Maximum	Unlimited	Unlimited
Post-deductible RX co-pays: \$10/25/40		

The Board will fund fifty percent (50%) of the applicable HDHP deductible amount for each bargaining unit member enrolled in the HDHP. Half of the Board's contribution toward the HSA deductible will be deposited into the employee's HSA in July and the other half shall be deposited in January. The Board's contribution toward the deductible will be pro-rated during any partial years of employment (based on the total number of months worked by such employee in proportion to the entire July 1 through June 30 contract year). In the event that an employee retires or resigns from employment during a contract year, the employee shall reimburse the Board in an amount equal to the unearned portion of the Board's contribution toward the deductible through an adjustment in the employee's final wage payment(s).

A nurse may apply to the Superintendent or his/her designee, on behalf of the Board, for preliminary funding of the Board's contribution to the deductible in an emergency or catastrophic situation. It shall be in the sole discretion of the Superintendent or his/her designee whether to grant such emergency distribution of preliminary funding of the Board's contribution to the deductible.

The parties acknowledge that the Board's contribution toward the funding of the HDHP deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP for retirees or other individuals upon their separation from employment.

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.

B. Life Insurance

1. All full-time personnel covered by this Agreement shall receive group term life insurance with accidental death and dismemberment provision in the amount of \$50,000.

C. Benefit Coverage

1. The benefits referenced in Section A shall be provided through premium cost sharing.

The Board and the employees shall be responsible for the following percentages of the premium cost:

	Effective October 1, 2021	Effective July 1, 2022	Effective July 1, 2023
Board	84.5%	84.0%	83.5%
Employee	15.5%	16.0%	16.5%

2. The benefits referenced in Section A. above, concerning part-time employees, shall be provided through premium cost-sharing. The premium cost-sharing shall be determined according to the following formula:

A part-time employee's time worked is converted to a full-time equivalent (F.T.E.). The employee is then subject to paying the full-time employee co-pay percentage for that portion of time worked and 100% of the cost for the

insurance benefits for the time the part-time employee is not working. The F.T.E. co-pay amount and the amount representing 100% of the non-working portion of the insurance costs are added together and divided equally over twenty (20) payroll deductions. So, by example, an employee who works 70% of a full-time employee is considered a 0.7 F.T.E. The full-time employee premium cost-sharing percentage is paid at 70% of the total insurance cost and the remaining 30% of insurance premium cost is borne completely by the employee. Those two costs added together are divided by twenty (20) payroll deductions resulting in the premium cost-sharing amount, per pay period, paid by each employee.

Employees that do not work during the summer receive insurance for the months of July and August in advance of their first payroll deduction at the start of the school year. Therefore, should an employee not return to work after the summer, the employee will be charged 100% of the premium cost-sharing for those two (2) months, unless the employee notified the Board of Education prior to July 1 that the employee does not intend to return to work in the next school year.

3. Such premium cost sharing, as described in this Section, may be made on a pre-tax basis in accordance with the Section 125 Plan.

D. Section 125

The Board shall maintain a Section 125 plan which allows an employee the ability to pay his/her insurance premium contributions on a pre-tax basis, through payroll deduction.

Section 24.2

Bargaining unit members who retire under MERS with at least ten (10) years of Branford full-time service shall be eligible to continue their participation in the medical insurance plan opted for in accordance with Section 24.1.A, up until the age of 65, at the group rates with the retiree being responsible for the full cost of such continued plan participation; provided, nothing herein shall require the Board to continue offering a plan to a retiree that is no longer available from the insurance carrier. In the event that a plan is no longer available for retiree participation, then it is understood that such retiree shall be entitled to participate in any plan offered to the bargaining unit. Employees hired after October 1, 2011 are not eligible for this benefit.

Section 24.3

The Branford Board of Education may provide insurance programs as required by this Article for bargaining unit members through alternate carriers or through self-insurance. The programs, when taken as a whole (meaning coverages, benefits and administration; i.e., timeliness of payments and claims processing), provided through alternate insurance carriers,

through self-insurance or through a combination of such alternatives shall be substantially equivalent to the programs available to employees under the group health insurance policies presently provided. Should the Board of Education desire to change insurance carriers, prior to any such change the Union shall be notified and given an opportunity to review the proposed changes. Should the Union and the Board disagree that the alternative programs proposed will not provide substantially equivalent programs (coverage, benefits and administration) to those currently provided, arbitration as set forth under this Agreement may be implemented at the request of the Union. Such arbitration shall take place before an impartial arbitrator with expertise in insurance.

Section 24.4

The Board shall continue to pay and provide for health insurance coverage in accordance with this Article for paid authorized leaves of absence and for FMLA leave pursuant to Article 22.4, herein.

Section 24.5

If the Board determines that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

ARTICLE XXV HOLIDAYS

Section 25.1

Bargaining unit members shall not be required to be in attendance during holidays when students are not required to be in attendance.

ARTICLE XXVI VACATION

Section 26.1

Bargaining unit members shall not be required to be in attendance during student vacation periods except as modified herein.

ARTICLE XXVII
SICK LEAVE

Section 27.1

- A. Fifteen (15) days of absence from work shall be allowed with full pay to all employees covered herein for sick leave, or illness of an immediate family member. Immediate family shall be defined as parent, spouse, child, brother, or sister, and does not exclude those relationships through marriage or adoption.
- B. Employees may accumulate up to one hundred fifty (150) days of sick leave.
- C. Each employee, at the request of the superintendent, may be asked to supply a physician's certificate validating the reason for prolonged (more than 4 days) absence due to sick leave.

Section 27.2

Upon normal retirement under MERS Plan B, employees hired before August 1, 2008 with at least ten (10) years of Branford Board of Education full time service shall be paid for accumulated sick leave in accordance with the following schedule:

10 years but less than 15	30 Days
15 years but less than 20	45 Days
20 years but less than 25	75 Days
25 years or more	105 Days

The Board shall pay such severance during the month of July following the employee's retirement, provided that the employee has provided written notice of such retirement prior to January 1 of the contract year (July 1 through June 30) in which the employee retires. If the employee does not provide such notice by January 1 of that contract year, the Board shall have the right to delay payment of such severance until the following July.

ARTICLE XXVIII
HOURS OF WORK

Section 28.1

The work year for all employees covered by this Agreement shall be 190 days for registered nurses and 185 days for school health aides. Nurses shall work the five (5) days immediately preceding the start of the school year. The additional days necessary to complete the 190-day work year shall be scheduled by the Principal of each building in consultation with the nurse(s) in the building. School health aides shall work the five (5) days immediately preceding the start of the student school year. Except as otherwise provided in Appendix A, for any

additional time worked with the approval of the building administrator or the Superintendent outside of the regular work year, nurses shall be paid for all hours worked at a rate of \$30.00/hour.

Section 28.2

- A. The normal work day of school nurses shall be seven and one-quarter (7-1/4) hours. The work day for school nurses shall start fifteen (15) minutes before the start of the student school day.
- B. The normal work day for school health aides shall be the student day.

Section 28.3

Employees may leave early on days that students have an early dismissal and may leave the building one-half (1/2) hour after said dismissal. Effective with the 2018-19 school year, the Administration will have the right to require nurses to work full contractual days for professional development or other professional responsibilities on up to two (2) scheduled early dismissal days per year. The Administration will provide notice of the scheduling of such days prior to the start of the school year.

Section 28.4

Employees shall be entitled to a thirty (30) minute uninterrupted lunch period with the understanding that said employee be available within the building if an emergency arises as determined by the building administrator.

Section 28.5

Bargaining unit employees shall have preference for assignments to additional work days beyond the established work year (as set forth in Section 28.1 of this Agreement). In the event that there are insufficient volunteers who confirm their interest in such additional work days within two (2) weeks after the Board provides notification of such assignments, the Board may utilize one or more third parties for such additional work days.

Employees assigned to work such additional days shall be paid for such additional days in accordance with the provisions of Appendix A. All other provisions of the contract will be in place for those employees assigned to work such additional days.

ARTICLE XXIX **MANAGEMENT RIGHTS**

Section 29.1

Except as otherwise modified or restricted by an express provision of this Agreement, the Board reserves and retains solely and exclusively, whether exercised or not, all the lawful and

customary rights, powers and prerogatives of management. Such rights include but shall not be limited to establishing standards of productivity and performance of its employees; insuring that the incidental duties connected with, whether enumerated in job descriptions or not, shall be performed by employees; selecting and determining the number and types of employees required to perform school operations; determining the objectives of the Board and the methods and means necessary to fulfill those objectives, including the creation or the discontinuation of services, departments, programs, processes, or operations, in whole or in part determining the content of job classifications; determining the qualifications of employees; appointing, promoting, assigning, directing and transferring employees; any appropriate disciplinary action, up to and including discharge against its employees; relieving from duty its employees because of lack of work, or other legitimate reasons; establishing, modifying or discontinuing reasonable administrative directives and policies; and the taking of all necessary actions to carry out its objectives in emergencies.

ARTICLE XXX

DURATION

Section 30.1

The provisions of this Agreement shall become effective as of July 1, 2021 for all employees and shall continue and remain in full force and effect to June 30, 2024.

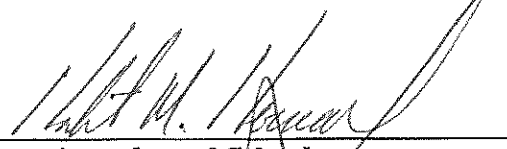
ARTICLE XXXI

WAGES

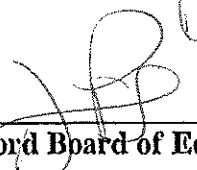
Section 31.1

The wages and stipends shall be as set forth in Attachment A.

BRANFORD BOARD OF EDUCATION



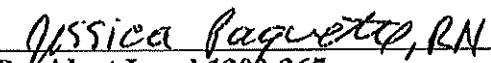
Superintendent of Schools



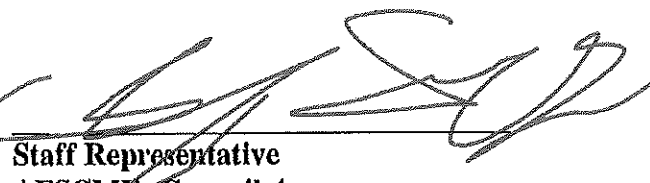
Branford Board of Education

Date: 10/4/2021

LOCAL 1303-365 OF COUNCIL 4



President Local 1303-365



**Staff Representative
AFSCME, Council 4**

Date: 10/1/21

ATTACHMENT "A"
SALARIES, WAGES AND STIPENDS

SCHOOL NURSES

	2.50% Retroactive to July 1, 2021	2.0% July 1, 2022	2.0% July 1, 2023
Base	\$51,026	\$52,046	\$53,087
Level 1	\$53,578	\$54,649	\$55,742
Level 2	\$56,130	\$57,253	\$58,398
Level 3	\$59,127	\$60,310	\$61,516
Level 4	\$62,238	\$63,483	\$64,752

There shall be no step advancement for the 2021-22 contract year.

Effective July 1, 2022 and July 1, 2023, respectively, employees who are not on the maximum step shall advance one step on the salary schedule.

In addition, all nurses with ten (10) or more years of experience as of July 1, 2009 will receive an annual longevity stipend of five hundred (\$500) dollars. This lump sum payment is in addition to and shall not be made part of the annual salary described in the above salary schedule. If a part-time nurse has ten (10) years of experience as of July 1, 2009, such nurse will receive a pro-rata share of \$500 equal to the percentage of hours worked compared to a full-time employee.

This paragraph shall continue to apply until the first day of the 2021-22 work year as set forth in Section 28.1 of this Agreement. Effective on such date, this paragraph shall be eliminated. A nurse working in the Summer School Program shall be compensated at his/her regular rate of pay. (The July 1, 2021 general wage increase in employees' regular hourly rates will be applied retroactively to work performed during the summer of 2021). For hours worked in the summer that are not part of the Summer School Program, nurses shall be paid at a rate of \$30.00 per hour.

The following provision shall become effective on the first day of the 2021-22 work year: Employees assigned to work additional days beyond the work year in accordance with Section 28.5 of this Agreement shall be paid at a rate of \$50 per hour for such days. The payment rate of \$50 per hour shall also apply to the portion of any pre-scheduled field trip extending beyond the established workday (as set forth in Section 28.2 of this Agreement).

SCHOOL HEALTH AIDES			
	\$1.00 Retroactive to July 1, 2021	2.0% July 1, 2022	2.0% July 1, 2023
Base (Per Hour)	\$22.47	\$22.92	\$23.38

There shall be no step advancement for the 2021-22 contract year.

Effective July 1, 2022 and July 1, 2023, respectively, employees who are not on the maximum step shall advance one step on the salary schedule.

ANNUAL STIPENDS

\$1,000 differential for BSN
 \$1,500 differential for MS
 \$1,800 differential for 6th
 \$ 250 differential for National School Nurse Certification

Substitute Coordinator Responsibilities:

The parties acknowledge that the Health Aide is currently performing the Substitute Coordinator responsibilities. The parties agree that the Health Aide shall be paid at her regular hourly wage rate for all hours worked beyond the regular day and work week performing such responsibilities, with no additional compensation beyond such hourly compensation.


In the event that a nurse performs the Substitute Coordinator responsibilities, the nurse shall be paid an annual stipend of \$3,250, to be paid in installments throughout the school year. The responsibility of the Substitute Coordinator is to ensure the timely placement of nurse substitutes in the event bargaining unit members inform them that they will be absent from work; maintaining detailed records of absences; and providing assistance in establishing and maintaining an active pool of substitute nurses.

In the event that the Board hires a nursing supervisor (non-bargaining unit position), the Substitute Coordinator responsibilities will no longer be deemed the work of the nurses' and health aides' bargaining unit.

ATTACHMENT B

LUMENOS HDHP/HSA SUMMARY

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services Coverage Period: 07/01/2021-06/30/2022
 Branford BOE 800537-M617 Coverage for: Individual + Family | Plan Type: CDHP

 <p>The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, https://ecc.anthem.com/eocdps/aso. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other undefined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (800) 922-6621 to request a copy.</p>		
Important Questions	Answers	Why This Matters
What is the overall deductible?	\$2,000 / single or \$4,000 / family. All Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Preventive care and Vision exam for In-Network Providers.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	\$5,000 / single or \$7,150 / family for In-Network Providers. \$5,000 / single or \$7,150 / family for Out-of-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, PPO. See www.anthem.com or call (800) 922-6621 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

A All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% coinsurance	20% coinsurance	none
	Specialist visit	0% coinsurance	20% coinsurance	none
	Preventive care/screening/immunization	No charge	20% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Lab - Office 0% coinsurance X-Ray - Office 0% coinsurance	Lab - Office 20% coinsurance X-Ray - Office 20% coinsurance	Lab - Office none X-Ray - Office Includes coverage for Breast Tomosynthesis.
	Imaging (CT/PET scans, MRIs)	0% coinsurance	20% coinsurance	none
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at http://www.anthem.com/pharmacyinformation/ National	Tier 1 - Typically Generic	\$10/prescription (retail) and \$20/prescription (home delivery)	20% coinsurance (retail) and 20% coinsurance (home delivery)	Unlimited Drug Maximum Days supply 30/90. *See Prescription Drug section
	Tier 2 - Typically Preferred / Brand	\$25/prescription (retail) and \$50/prescription (home delivery)	20% coinsurance (retail) and 20% coinsurance (home delivery)	
	Tier 3 - Typically Non-Preferred / Specialty Drugs	\$40/prescription (retail) and \$80/prescription (home delivery)	20% coinsurance (retail) and 20% coinsurance (home delivery)	
	Tier 4 - Typically Specialty (brand and generic)	\$40/prescription (retail) and \$80/prescription (home delivery)	20% coinsurance (retail) and 20% coinsurance (home delivery)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% coinsurance	20% coinsurance	none
	Physician/surgeon fees	0% coinsurance	20% coinsurance	none
If you need immediate medical attention	Emergency room care	0% coinsurance	Covered as In-Network	none
	Emergency medical transportation	0% coinsurance	20% coinsurance	none
	Urgent care	0% coinsurance	Not covered	none
	Facility fee (e.g., hospital room)	0% coinsurance	20% coinsurance	none

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay If you need mental health, behavioral health, or substance abuse services	Physician/surgeon fees	0% coinsurance	20% coinsurance	none
	Outpatient services	Office Visit	Office Visit	Office Visit
		0% coinsurance Other Outpatient	20% coinsurance Other Outpatient	none Other Outpatient
	Inpatient services	0% coinsurance	20% coinsurance	none
If you are pregnant	Office visits	0% coinsurance	20% coinsurance	none
	Childbirth/delivery professional services	0% coinsurance	20% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery facility services	0% coinsurance	20% coinsurance	
	Home health care	0% coinsurance	20% coinsurance	200 visits/benefit period.
If you need help recovering or have other special health needs	Rehabilitation services	0% coinsurance	20% coinsurance	*See Therapy Services section
	Habilitation services	0% coinsurance	20% coinsurance	120 days limit/benefit period.
	Skilled nursing care	0% coinsurance	20% coinsurance	*See Durable Medical Equipment Section
	Durable medical equipment	0% coinsurance	20% coinsurance	none
If your child needs dental or eye care	Hospice services	0% coinsurance	20% coinsurance	*See Vision Services section
	Children's eye exam	No charge	20% coinsurance	
	Children's glasses	Not covered	Not covered	*See Dental Services section
	Children's dental check-up	Not covered	Not covered	

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other <u>excluded</u> services.)	
<ul style="list-style-type: none"> • Cosmetic surgery • Glasses for a child • Routine foot care unless you have been diagnosed with diabetes. 	<ul style="list-style-type: none"> • Dental care (adult) • Long-term care • Weight loss programs
<ul style="list-style-type: none"> • Dental check-up • Private-duty nursing 	

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan document</u> .)	
<ul style="list-style-type: none"> • Acupuncture Coverage is limited to Pain Management • Hearing aids • Routine eye care (adult) 	<ul style="list-style-type: none"> • Bariatric surgery • Infertility treatment • Chiropractic/PT/OT/Chiro 50 visits/benefit period • Most coverage provided outside the United States. See www.bcbsofglobalcare.com

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact

ATTN: Grievances and Appeals, P.O. Box 1038, North Haven, CT 06473-4201

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov

Does this plan provide Minimum Essential Coverage? **Yes**

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? **Yes**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

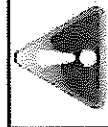
_____ To see examples of how this plan might cover costs for a sample medical situation, see the next section.

[Type here]

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About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services

like:

Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,840
--------------------	----------

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$2,060

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services

like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$7,460
--------------------	---------

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$2,000
Copayments	\$940
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$55
The total Joe would pay is	\$2,995

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services

like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,010
--------------------	---------

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$1,925
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,925

The plan would be responsible for the other costs of these EXAMPLE covered services.

Language Access Services:

(TTY/TDD: 711)

Albanian (Shqip): Nëse keni pyetje në lidhje me këtë dokument, keni të drejtë të merri falas ndihmë dhe informacion në gjuhën tuaj. Për të kontaktuar me një përkthyes, telefononi (800) 922-6621

Amharic (አማርኛ): ለሰነድ ይህን ደብዳቤ ላይ ጥያቄዎችዎን ለማቅረብ ወይንም ለተጨማሪ መረጃ እንዲሰጡዎትልን፣ እባክዎ ይግለጹልን። ለተጨማሪ መረጃ ወይንም ለማቅረብ ደብዳቤዎን ይጻፉልን። (800) 922-6621

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بـ^١تتك بدون مقابل. ^٢لتحدث إلى مترجم، اتصل على (800) 922-6621.

Armenian (հայերեն): Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և անդկապումը և՛ էլ լեզվով: Թարգմանիչի հետ խոսելու համար ցանկալիքեք հետևյալ հեռախոսահամարով՝ (800) 922-6621:

Bassa (Bàsɔ̀ wùdù): M dvi dvi-diè-dè bɛ bédé bá cée-dè nià ke dvi ní, ɔ̀ mò̀ nì dvi-bédèin-dè bɛ́ m̀ kɛ gbo-kpá-kpá kè bʔ kpɔ́ dɛ́ m̀ bídɛ́-wùdùin bó pídyí. Bɛ́ m̀ kɛ́ wudu-zìin-nyò dò gbo wùdù kɛ́, dǎ́ (800) 922-6621.

Bengali (বাংলা): যদি এই নথিপত্রের বিষয়ে আপনার কোনো প্রশ্ন থাকে, তাহলে আপনার ভাষায় বিগাধন্য সাহায্য পাওয়ার ও ভাষা পাওয়ার অধিকার আপনার আছে। একজন দোভাষীর সাথে কথা রার জন্য (800) 922-6621 -ত কল করুন।

Burmese (မြန်မာ): ဤစာရွက်စာတမ်းနှင့် ဝတ်သက်၍ သင့်တွင် မြေပြန့်လိုသည့်များရှိပါက အချိတ်အလက်များနှင့် အကူအညီကို အခမဲ့အခမဲ့ပေးသင့်သည့်အခါ ရရှိနိုင်သည့် သင့်တွင် ရရှိပါသည်။ စကားပြန် တစ်ဦးနှင့် စကားပြောနိုင်ရန် ဇန်နဝါရီ (800) 922-6621 သို့ ခေါ်ဆိုပါ။

Chinese (中文): 如果您對本文件有任何疑問・您有權使用您的語言免費獲得協助和資訊・如需與譯員通話・請致電 (800) 922-6621。

Dinka (Dinka): Na naq thiēc nē ke de rā thoré, ke rīn naq loq bē rī kuony ku wēr alēu bē gēer rīc yīn ne thoq du ke cin wēu tǎwē ke pīny. Te kor yīn ba jam wēnē zan rē thok gērīc, ke yīn col (800) 922-6621.

Dutch (Nederlands): Bij vragen over dit document hebt u recht op hulp en informatie in uw taal zonder bijkomende kosten. Als u een tolk wilt spreken, belt u (800) 922-6621.

Farsi (فارسی): در صورتی که سؤالی بپرساؤون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه ای به زبان مادریتان دریافت کنید. برای گفتگو با یک مترجم تماس بگیرید. (800) 922-6621

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (800) 922-6621.

Language Access Services:

German (Deutsch): Wenn Sie Fragen zu diesem Dokument haben, haben Sie Anspruch auf kostenfreie Hilfe und Information in Ihrer Sprache. Um mit einem Dolmetscher zu sprechen, bitte wählen Sie (800) 922-6621.

Greek (Ελληνικά) Αν έχετε πυχόν απορριξς σχετιζά με το παρόν έρηγοφο, έχετε το δυναώμα να λάβετε βοήθεια και συντηροφωορίες στη πλώσσα σας δωρδαν. Για να μλήστε με κάποιον διερωμηνά, τηλεφωνήστε στο (800) 922-6621.

Gujarati (ગુજરાતી): ગુજરાતી ભાષા ગુજરાત રાજ્યમાં વાપરવામાં આવતી છે. તે હિન્દી, ઉર્દુ, અંગ્રેજી અને સંસ્કૃત પછી પાંચમી સૌથી વધુ વાપરવામાં આવતી ભાષા છે. તેનો કોડ ગુજરાતી (GUJ) છે. (800) 922-6621.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nempòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (800) 922-6621.

मानव (हिंदी): अगर आपके पास इस दस्तावेज़ के बारे में कोई प्रश्न हैं, तो आपको निःशुल्क अपनी भाषा में मदद और जानकारी प्राप्त करने का अधिकार है।
दुमाषिये से बात करने के लिए, कॉल करें (800) 922-6621 ।

Hmong (White Hmong): Yog tias koj muaj lus nug dab tsi ntisg txog daim ntawv no, koj muaj cai tau txais kev pab thiab lus qhia hais ua koj hom lus yam tsim xam tus ndi. Txhawm rau thiam nrog tus neeg tshais lus, hu xov tooj rau (800) 922-6621.

Igbo (Igbo): O bur u na i nwere ajiu o bu! gbasara akwukwo a, i nwere ikike inweta enyemaka na ozi n'asusu gi na akwughi ugwo o bu! Ka gi na okowa okwu kwuo okwu, kpoo (800) 922-6621.

Ilokanó (Ilokanó): Nu addaan ka iti aniáman a saludos panggep iti daytoy a dokumento, adda karbengan a makaala ti tulong ken impormasyon babaen ti lenguahehem nga awan ti bavad na. Taano makatingtong ti mayasa nga tagipatarus, awagan ti (800) 922-6621.

Indonesian (Bahasa Indonesia): Jika Anda memiliki pertanyaan mengenai dokumen ini, Anda memiliki hak untuk mendapatkan bantuan dan informasi dalam bahasa Anda tanpa biaya. Untuk berbicara dengan interpreter kami, hubungi (800) 922-6621.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (800) 922-6621

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(800) 922-6621 にお電話ください。

Language Access Services:

Romanian (Română): Dacă aveți întrebări referitoare la acest document, aveți dreptul să primiți ajutor și informații în limba dumneavoastră în mod gratuit. Pentru a vă adresa unui interpret, contactați telefonic (800) 922-6621.

Russian (Русский): Если у вас есть какие-либо вопросы в отношении данного документа, вы можете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (800) 922-6621.

Samoaan (Samoa): Afai e iai ni ou fesili e uiga i leni tusi, e iai lou 'aia e maua se fesoasoani ma faamatalaga i lou lava gagana e auoa ma se toto'i. Ina ia talanoa i se tagata faailu, vili (800) 922-6621.

Serbian (Srpski): Ukoliko imate bilo kakvih pitanja u vezi sa ovim dokumentom, imate pravo da dobijete pomoć i informacije na vašem jeziku bez ikakvih troškova. Za razgovor sa prevodiocem, pozovite (800) 922-6621.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (800) 922-6621.

Tagalog (Tagalog): Kung mayroon kang anumang katunungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpalitwag, tawagan ang (800) 922-6621.

Thai (ไทย): หากท่านมีคำถามใดๆ เกี่ยวกับเอกสารฉบับนี้ ท่านมีสิทธิ์ที่จะได้รับความช่วยเหลือและข้อมูลในภาษาของท่านโดยไม่มีค่าใช้จ่าย โดยโทร (800) 922-6621 เพื่อพูดคุยกับล่าม

Ukrainian (Українська): Якщо у вас виникли питання з приводу цього документа, ви маєте право безкоштовно отримати допомогу й інформацію вашою рідною мовою. Щоб отримати послуги перекладача, зателефонуйте за номером (800) 922-6621.

اگر اس دستاویز کے بارے میں آپ کا کوئی سوال ہے، تو آپ کو مفت اور انجی زبان میں مفت معلومات حاصل کرنے کا حق حاصل ہے۔ کسی مترجم سے بات کرنے کے لیے، (800) 922-6621 پر کال کریں۔

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoặc toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (800) 922-6621.

אם יש לך שאלות לגבי מסמך זה, אתה יכול לקבל עזרה ואנחנו נספק לך מידע בשפתך ללא תשלום. כדי לדבר עם מתרגם, אנא פנה ל- (800) 922-6621.

Yoruba (Yorùbá): Ti o ba má èrùndẹ́tẹ̀ ibẹ̀rẹ̀ náà àkọsílẹ̀ yẹ, o má ẹ̀tọ́ láti gbà ìrànrọ́ àti ìwádúrẹ̀ má ẹ̀dẹ̀ se lóṣẹ́. Bá wa ògúnfọ̀ kan sọrọ̀, pe (800) 922-6621.

Language Access Services:

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building, Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("Agreement") is made by and between the Branford Board of Education (the "BOARD") and the Local 1303-365 of Connecticut Council #4 AFSCME, AFL-CIO (the "UNION"). The BOARD and the UNION will herein be referred to collectively as the "parties."

WHEREAS, the BOARD and the UNION are parties to a collective bargaining agreement covering the period July 1, 2021 through June 30, 2024 (the "Collective Bargaining Agreement"); and

WHEREAS, the parties agree that it is in the parties' mutual interest to change the health insurance plan to the Connecticut State Partnership Plan 2.0 ("SPP") effective July 1, 2023; and

NOW THEREFORE, the parties agree as follows:

Effective July 1, 2023, subject to the conditions set forth below, in lieu of the health benefits described in Article XXIV of the Collective Bargaining Agreement and its corresponding Attachment, the Board shall offer each bargaining unit member eligible for health benefits under Article XXIV of the Collective Bargaining Agreement the opportunity to participate in the SPP for health benefits. Dental benefits shall continue (with the same employee premium cost sharing) as currently provided in the Collective Bargaining Agreement. The health plan benefits shall be as set forth in the SPP effective on July 1, 2023, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- a. Promptly upon ratification of this Agreement, the Board shall apply to the State to admit this bargaining unit to the SPP. Should the Board's application be accepted, these provisions related to the SPP shall be implemented. Should the Board's application be rejected and reconsideration be denied, the terms of the Collective Bargaining Agreement shall remain in effect, subject to successor contract negotiations in accordance with statute.
- b. The premium rates shall be set by the SPP.
- c. Notwithstanding the employee premium cost share percentage set forth in Article XXIV of the Collective Bargaining Agreement for the 2023-24 contract year (16.5%), the employee percentage share of such premium cost shall be 15.5% for the 2023-24 contract year.
- d. 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 that the Partnership Plan 2.0 administrators impose a HEP non-participation or non-compliant penalty on the basis of an employee's non-compliance with the terms of the HEP or any non-compliance on the part of any individual covered under the employee's insurance, any such penalty shall be fully paid by the non-compliant employee. The imposition of any resulting premium cost increase shall be paid by the non-complaint employee by payroll deduction and the imposition of any deductible shall be implemented through claims administration.

- e. The parties acknowledge that the Board has a management right to leave the Partnership Plan 2.0 at any time and replace such plan with a new plan/carrier/plan administrator, provided that: 1) the Board shall provide the Union with at least thirty (30) calendar days' written notice prior to the effective date of any such change; 2) the new plan/carrier/administrator shall provide coverage substantially comparable to the High Deductible Health Plan with Health Savings Account that was in effect for the Union immediately prior to the execution of this Agreement.

The terms of this MEMORANDUM OF AGREEMENT are recognized as a joint agreement by the Board and the Union, and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of this MEMORANDUM OF AGREEMENT.

BRANFORD BOARD
OF EDUCATION

By: [Signature]

Date: 3/28/23

LOCAL 1303-365 OF CONNECTICUT
COUNCIL #4 AFSCME, AFL-CIO

By: Jessica Paquette, RN

Date: 3/28/23