
AGREEMENT

BETWEEN

THE ANSONIA BOARD OF EDUCATION

AND

**THE ANSONIA FEDERATION OF
PARAPROFESSIONALS
AFT-CT, LOCAL NO. 2181, AFL-CIO**

July 1, 2016 through June 30, 2021

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This Agreement made as of the ____ of, July 2017 (hereinafter referred to as the "Agreement") by and between the Ansonia Board of Education (hereinafter referred to as the "Board") and the Ansonia Federation of Paraprofessionals, AFT-CT, Local #2181, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I
RECOGNITION

Pursuant to elections held under the auspices of the Connecticut State Board of Labor Relations on September 16, 1971, and certification thereafter by said Board, the Board of Education agrees to, and does hereby recognize the Ansonia Federation of Paraprofessionals, AFT-CT, Local #2181, AFL-CIO, as the exclusive bargaining representative for all employees engaged as special class and helping aides, excluding all other personnel employed by the Ansonia Board of Education, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment.

ARTICLE II
MANAGEMENT RIGHTS CLAUSE

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Ansonia Public Schools in all its aspects, including but not limited to the following: to determine the type of work to be performed by bargaining unit members; to assign all work to unit members; to decide the methods, procedures and means of conducting the work; to select, hire and demote unit members; to discharge or otherwise discipline any unit member; to promote, transfer and lay off unit members; to decide the need for facilities; to establish or continue policies, practices, and procedures for the conduct of business and the management of operations, and from time to time to change or abolish such policies, practices or procedures. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this Agreement.

ARTICLE III
PAYROLL DEDUCTIONS

The Board agrees to deduct from the pay of employees covered by this Agreement such dues as the Union desires to have deducted and as such member shall agree in writing on a dues deduction card accepted by both the Board and the Union. The schedule of such deductions having been agreed upon by the Union and the Board. All of the foregoing sums shall be forwarded to the Union within ten (10) days as indicated on the payroll dues cards submitted or as agreed to by the two parties — namely the Board and the Union.

ARTICLE IV
UNION SECURITY

- A. All employees covered by this agreement shall, as a condition of continued employment, join the Union or pay to the Union a service fee. Said service fee shall be equal in amount to that portion of the membership dues of the Union that is uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.
- B. All employees who elect to join the Union shall sign a membership form and a dues deduction authorization form. Said forms shall continue in effect from year to year unless such employee shall notify the Board and the Union in writing no later than thirty (30) days prior to the commencement of the school year.
- C. All employees who elect not to join the Union shall sign an agency fee authorization form by the 15th day of school. Said authorization shall remain in effect for the duration of the employee's employment.
- D. All employees who elect not to join the Union shall be eligible upon application, to a rebate of that portion of the service fee which is not used for collective bargaining and contract administration.
- E. Any employee who refuses compliance with the stated conditions of employment shall be suspended, without pay, until compliance has been fulfilled.
- F. The Union shall indemnify and save the Board harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken as a result of this Article. In any such action the Board and the Union shall select the Board's counsel by mutual agreement.

ARTICLE V
HOURS OF WORK

- A. The work year shall consist of 181 days during which school is in session for students.
- B. The basic work day shall consist of seven hours, six hours thirty minutes (6:30) of assigned work and one-half (½ hour) of unpaid duty-free lunch.
- C. Time and one-half will be paid for all time worked in excess of seven (7) hours per day. All overtime work must have prior approval of the Superintendent of Schools or his/her designee.
- D. Regularly assigned employees will have a fixed starting time which shall be determined by the Superintendent or his/her designee.

- E. All employees will maintain their regular hours during the school year.
- F.
 - 1. Paraprofessionals shall attend two out of four scheduled in-service training days as determined by the Superintendent and shall receive a day's pay for each day they attend. Paraprofessionals are encouraged to participate in additional in-service training days and will be compensated, as previously stated, for each day they attend.
 - 2. The Board may provide in-service training directly related to paraprofessional responsibilities. These days, if provided, will be included in the days referenced in paragraph number 1.

ARTICLE VI
SENIORITY

- A. Effective July 1, 2017, new hires shall serve a probation period of six months. During the probation period said employees may be terminated without cause and will not have access to the Grievance and Arbitration Procedure described in Article XII. New hires shall be paid the probation rate for their first six months of employment.
- B. All employees in the bargaining unit shall have system-wide seniority in accordance with their hiring date. In case of the same hiring date, the employee with longer building seniority shall have preference. Effective July 1, 2017 all new hires shall have the time of hire noted on their date of hire. In case of the same hiring date, the employee with the earlier time noted shall have preference.

ARTICLE VII
LAYOFF

Layoff shall be by seniority. When reduction in force is necessary, the least senior employee shall be laid off in each instance. Any employee who is laid off shall have recall rights in order of seniority for any paraprofessional position which becomes vacant for a period of eighteen (18) months following the date of layoff, or the length of the employee's service, whichever is less. In no case, however, shall the recall period be less than one year. An employee who wishes to exercise his/her recall right must do so within seven (7) calendar days following receipt of notice of a recall opportunity. Refusal of an offer of re-employment shall result in loss of recall rights. Each employee on the recall list shall be obligated to notify the Board of his/her current address. The Union President shall have top seniority with respect to layoffs and recalls.

ARTICLE VIII
SALARIES

- A.
 - 1. Retroactive and effective July 1, 2016, all employees not on step 5 shall move 1 step on the salary schedule, all steps shall be increased by 2%. Effective July 1, 2017, all employees not on step 5 shall move 1 step on the salary schedule, all

steps shall be increased by 1%, and the first step shall be a probationary step that shall be eliminated June 30, 2017. Effective July 1, 2018, all employees not on step 5 shall move 1 step on the salary schedule, all steps shall be increased by 3%, and the second step shall be a probationary step that shall be eliminated June 30, 2018. Effective July 1, 2019, all employees not on step 5 shall move 1 step on the salary schedule, all steps shall be increased by 2%, and the third step shall be a probationary step that shall be eliminated June 30, 2019. Effective July 1, 2020, all employees not on step 5 shall move 1 step on the salary schedule, all steps shall be increased by 2%, and the fourth step shall be a probationary step.

Salary Schedules:

2. The Salary schedule is as follow:

	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018	Effective July 1, 2019	Effective July 1, 2020
1	\$ 14.43	\$ 14.58	\$	\$	\$
2	14.80	14.95	15.25		
3	15.17	15.32	15.63	15.94	
4	15.49	15.65	15.96	16.28	16.61
5	16.42	16.59	16.92	17.26	17.60

Employees hired after July 1, 2017 shall be hired at step 1 and shall move to step 2 at the end of their six-month probation period. Employees hired after July 1, 2018 shall be hired at step 2 and shall move to step 3 at the end of their six-month probation period. Employees hired after July 1, 2019 shall be hired at step 3 and shall move to step 4 at the end of their six-month probation period. Employees hired after July 1, 2020 shall be hired at step 4 and shall move to step 5 at the end of their six-month probation period.

B. Longevity

1. After ten (10) years of continuous employment as a paraprofessional in Ansonia, each employee shall receive a lump sum of \$250 to be paid on the final pay date in June.

Effective as of the signing of this agreement, new hires shall not be eligible for this first step of longevity after ten (10) years.

2. After fifteen (15) years of continuous employment as a paraprofessional in Ansonia, each employee shall receive a lump sum of \$500 to be paid on the final pay date in June.
3. After twenty (20) years of continuous employment as a paraprofessional in Ansonia, each employee shall receive a lump sum of \$800 to be paid on the final pay date in June.

ARTICLE IX **JURY DUTY**

In the event that any employee is called for jury duty, the Board shall pay such employee an amount to guarantee no loss in income on account of absence from work. The employee must present proof of jury payment from the court in order to receive the differential.

ARTICLE X **DISCIPLINE AND/OR DISCHARGE**

- A. The Board may immediately discharge, suspend without pay, or otherwise discipline, employees for just cause. This shall not prevent dismissal for a single act of serious misconduct that constitutes just cause.
- B. A first offense warning notice shall be removed from the employee's file after two (2) years.
- C. All notices must be in writing to the employee and to the Union.

ARTICLE XI **LEAVE OF ABSENCE**

- A. Subject to the approval of the Board, an employee may be granted a leave of absence without pay or benefits (except as may be required pursuant to a Family and Medical Leave request) for no more than one (1) year upon written request, for the following reasons:
 1. Health reasons upon written statement from physician.
 2. Personal reasons.
 3. Maternity leave.
 - a. Disability leave (with benefits) shall be available for such reasonable period of time as a female employee is determined by her physician to be disabled

from performing the duties of her job because of pregnancy or conditions attendant thereto.

b. Child-rearing leave:

1. Any employee covered by this Agreement shall be entitled upon written request submitted to the Superintendent, to a leave without pay or benefits for purposes of child-rearing. Such written notice shall be submitted to the Superintendent ninety (90) days prior to the commencement of such leave and shall be submitted prior to any taking of pregnancy leave as set forth above.
2. The minimum period of such leave shall be the remainder of any school year in which any leave is taken pursuant to the pregnancy leave as set forth above or child-rearing leave, whichever shall occur first.
3. The employee shall give the Superintendent written notice of her voluntary termination of such maternity and/or child rearing leave at least ninety (90) days in advance of such termination. There is an eighteen (18) month limit regarding recall from a child-rearing leave.

- B. An employee returning from leave will be placed in the most appropriate assignment available.
- C. In the event the employee fails to accept employment in said offered available position(s), the Board's obligation under this section shall terminate.
- D. All leaves above shall run concurrently with, and shall not be in addition to any available statutory Family and Medical Leave.

ARTICLE XII
GRIEVANCE AND ARBITRATION PROCEDURE

A grievance is hereby defined to be any controversy, complaint, misunderstanding, or dispute concerning the interpretation or application of any provision of this Agreement. Any grievance arising between the Board and the employee, or any employee represented by the Union, shall be settled in the following manner:

A. STEP 1 - Informal Procedure

If a bargaining unit member believes that he/she has a grievance, he/she shall discuss the grievance informally with the building principal, or in the case of Central Office, his/her immediate supervisor.

B. STEP 2

If the matter cannot be resolved informally, the grievant or grievants must present to the Union President and to the Superintendent of Schools, a written grievance specifying the nature of the grievance within twenty (20) calendar days from the date on which the grievant knew or should have known of the act or condition complained of. If a satisfactory adjustment is not effected with the Superintendent of Schools within ten (10) calendar days from receipt of the written grievance, such written grievance shall proceed to Step 3.

C. STEP 3

If the matter cannot be resolved satisfactorily at Step 2, the Union Business Representative shall take the matter up by filing a request, specifying the nature of the grievance and the section of the contract that is claimed to have been violated, for a hearing before the Board, or a committee thereof, within fourteen (14) calendar days from the failure to resolve the grievance at Step 2. The Board (or a committee thereof) shall schedule a hearing with the grievant and appropriate Union representatives within twenty (20) calendar days from receipt of a request for such hearing. The Board of Education (or a committee thereof) shall inform the grievant and the Union Business Representative of its decision in writing within fourteen (14) calendar days following conclusion of the grievant's hearing. Any agreement settling the grievance shall be reduced to writing and signed by the parties.

D. STEP 4

If a settlement of the grievance has not been effected at Steps One through Three, only the Board or Union may process the grievance to arbitration by submitting it to the American Arbitration Association (AAA), with a copy to the other party within fourteen (14) calendar days from receipt of a decision at Step Three. The AAA shall hear the grievance under its rules and regulations and its decision shall be final and binding upon the Board, the Federation and the employees.

Any time limits expressed in this Article may be extended by mutual agreement in writing.

E. General Provisions:

1. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved and the Union. The time limits specified at any step may be extended in any particular instance by agreement between the Superintendent and the Union.
2. Meetings held under this procedure shall be conducted at a time and place which will afford all persons proper to be present a fair and reasonable opportunity to attend.

When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to be present for the purposes of this section are defined as an aggrieved employee or employees, their appropriate Union representative, and necessary witnesses.

3. The Union representative shall be permitted, when otherwise free from duty assignment insofar as he/she does not interfere with normal classroom procedure or work of others, to investigate and process grievances within his/her area of representation.
4. Any employee who is summoned to the Board building by an administrator shall be given such reasonable notice as the situation permits and shall be informed of the matter in regard to which his/her presence is required. If the employee so desires, he/she may be accompanied by a representative of the Union.

ARTICLE XIII **FAIR PRACTICES**

- A. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, age, sex, marital status, or membership or participation in, or association with, the activities of any employee organization.
- B. The Union agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, age, sex, or marital status, and to represent equally all employees without regard to membership or participation in, or association with, the activities of any organization.

ARTICLE XIV **JOB POSTINGS**

- A. It is recognized that, during the course of a calendar year, opportunities in Special Education may arise for employees of this unit. Such opportunities shall be posted setting forth the requirements, schedules, rates of pay, and the procedures for application. Seniority will be a consideration if the other factors are equal.
- B. All postings shall be made as soon as reasonably possible after such openings are fixed.
- C. Employees shall have ten (10) working days to apply for openings except where, by mutual agreement, it may be necessary to post for less than this period of time. The Union shall within five (5) working days be notified, in writing, of the names of employees chosen for the respective positions.

ARTICLE XV
NOTICES AND ANNOUNCEMENTS

- A. All official circulars which emanate from the Superintendent's Office and/or the Board of Education and which are intended for the information of the employees shall be made available to the Union President as soon as possible after receipt in the schools. Copies of these circulars shall be filed in each school so that they will continue to be available to the employees as needed for their effective period.
- B. Building Organizational Chart: An organizational chart, showing lines of authority of all building personnel, shall be available in each school.
- C. Notices and Announcements: A copy of any notice, directive or bulletin relating to employees of this unit shall be sent to the steward.

ARTICLE XVI
UNION RIGHTS

- A. The Union may call meetings in each school before or immediately after school upon three (3) days notice to the principal. No meetings shall be scheduled so as to interfere with regular assignments.
- B. The Board agrees to furnish a copy of this Agreement to each employee.
- C. Upon the Union's request, there shall be made available to it any and all information, statistics, and records to the extent such material is readily available or is reasonably obtainable, which the Union may deem to be relevant or necessary for the proper enforcement and implementation of the terms of this Agreement. Records of employees other than those involved shall not be available without the approval of the individual employees.
- D. Union Leave: Employees who are elected or appointed to a full-time position with the Union (local, state or national) shall, upon proper application, be granted a one (1) year leave of absence without pay or benefits for the purpose of accepting a position. Such leave may be extended for one (1) additional year upon proper application prior to June 1. An employee granted such leave of absence shall accrue seniority, salary increment, and like benefits as though he/she were in regular service. Upon return to service, he/she shall be placed on the assignment which he/she left if the position has not been eliminated, otherwise in a comparable position with such accrued benefits and increments as he/she would have earned had he/she been on active service.

E. Personnel Files:

1. Employees shall have the right, during regular office hours, to inspect their own personnel files (except with respect to information obtained in the course of the hiring process), to make a copy of, and to make a written comment concerning anything therein. However, employees shall not have the right to remove the file or any of its contents from the Administration office.
2. The Board agrees to maintain personnel files with the highest degree of confidentiality permitted by law.
3. A file may be updated at the request of an employee and with the agreement of the Superintendent.
4. No matter pertaining to a grievance shall be included in any employee's file unless requested by the employee. No employee shall be discriminated against as a result of filing a grievance.
5. An employee shall be notified when new material is placed in his/her personnel file unless such material is included at the employee's request.
6. Documents that are in the possession of the Board and are not available for inspection by the employee shall not be used as evidence in any hearing or punitive action.

ARTICLE XVII
FRINGE BENEFITS

A. Life Insurance: The Board shall cover each employee with life insurance and equal coverage for accidental death and dismemberment in the amount of ten thousand dollars (\$10,000).

B. Sick Leave:

1. Each employee shall receive twelve (12) days of sick leave for the year. Unused sick leave shall be cumulative to one hundred (100) days.
2. Upon retirement, each employee shall receive a lump sum payment equal to one-quarter of his/her accumulated sick leave at the employee's current rate of pay at the time of retirement.
3. Paraprofessionals shall be entitled to call the answering service to report out absent.

C. Funeral Leave: An employee shall be entitled to the following:

1. Death of a spouse, child, parent five (5) days;

2. Death in the immediate family, three (3) days, but in no event more than one day past the date of the funeral. (immediate family includes brother, sister, grandmother, grandfather, mother-in-law, father-in-law and grandchild)]

D. Dental/Hospital/Medical Insurance:

1. The Board shall make available to employees the \$25/\$250/\$100/\$150 PPO health insurance plan summarized in Appendix A attached hereto
2. Effective July 1, 2017 the only plan available to employees will be a high deductible health care plan with health savings account (HDHP/HSA) as summarized below and in Appendix B. Employees who are not eligible for an HSA plan can participate in a Health Reimbursement Arrangement (HRA) with the same terms as the HDHP/HSA and rollover to the amount allowed by law.

The HDHP/HSA shall be a high deductible health plan with a \$1,500 single and \$3,000 family annual deductible for in-network services, with a 0% co-insurance after deductible. Out-of-network services will also be subject to an 80%/20% co-insurance and \$1,500/\$3,000 initial deductible, with an after deductible and out-of-network combined maximum of \$4,000/\$8,000.

A HSA shall be established by the Board for each eligible employee who elects the HSA option and the Board shall annually deposit in the employee's HSA account the sum of \$750 for an employee with individual (single) coverage, and \$1,500 for an employee with family coverage. Such deposits will be made one-half in July and one-half in January of each contract year.

HSA PRESCRIPTION DRUG COVERAGE:

Prescription drugs are covered as part of the HSA plan and will count toward satisfying the applicable \$1,500/\$3,000 deductible. Prescription drug copays for drugs purchased after the deductible has been satisfied will be subject to employee co-pays of \$5/\$35/\$40 for generic, preferred name brand, and non-preferred name brand, respectively, for a 30-day supply. A ninety-day supply is available through mail order at twice (2X) the normal 30-day copay.

The Board of Education and employees shall contribute towards the cost of the Anthem Blue Cross/Blue Shield Century Preferred \$25/\$250/\$100/\$150 Health Insurance Plan individual, and dependent health and dental insurance coverage on behalf of all bargaining unit members as follows:

<u>Board Share</u>	<u>Employee Share</u>
83%	17%

Commencing July 1, 2016

Contribution for the HSA plan shall be 3% below the contributions for the PPO Plan.

The Board of Education and employees shall contribute towards the cost of the HDHP/HSA individual, and dependent health and dental insurance coverage on behalf of all bargaining unit members as follows:

	<u>Board Share</u>	<u>Employee Share</u>
Commencing July 1, 2017	87%	13%
Commencing July 1, 2018	86%	14%
Commencing July 1, 2019	85%	15%
Commencing July 1, 2020	85%	15%

4. Individual dental coverage shall be provided under the Delta Dental insurance plan.
5. At the option of each employee, spousal coverage may be added by payment of a portion of the insurance premium attributable to such spousal coverage by the employee. The employee share of such additional monthly premium (computed at COBRA rates) shall be twenty (20%) percent.
6. All employees who are subject to premium sharing, as a condition of enrollment in the foregoing program of health insurance, shall sign and deliver appropriate payroll withholding authorization forms to the Board, authorizing the withholding of the employee's share of insurance premiums from wages, salary and/or stipends and shall be subject to annual re-enrollment. Failure to deliver timely withholding authorization forms shall result in exclusion from the insurance program. Upon receipt of a properly executed payroll withholding authorization form, the Board shall request insurance coverage as soon as practicable, subject to any late entrant requirements of the insurance carrier.
7. The Board shall have the right to change insurance carriers and/or to self-insure in whole or in part in order to provide the insurance coverages, benefits and administration set forth above, and provided further that coverages which result from change in carriers and/or self insurance are equal to or better than the current plan on an overall basis.

The Union shall be notified in writing prior to ninety (90) days of any intention to change carriers and/or self-insure and shall have a reasonable opportunity to review the proposed changes. Should the Union and the Board disagree that the changes proposed will provide coverages substantially equal to or better than the coverages, benefits and administration described on an overall basis, the disagreements shall be

subject to arbitration as set forth in Article XVII, Section C of this Agreement, before an arbitrator with experience and expertise in insurance matters. The Board and the Union must agree upon the selection of any arbitrator. If no agreement can be reached, then the arbitrator will be appointed in accordance with the rules of the American Arbitration Association

8. Employees who participated in one of the health insurance plans offered by the Board from the start of 2004/05 school year and who have continuously participated in the health insurance plans since that time may select effective with the 2005/06 school year to waive, in writing, the health insurance coverage, and in lieu thereof receive an annual payment of \$1,000 from the Board for each year during which the employee continues to elect not to participate in such coverage. Such annual payment will be issued with the last payroll installment for the school year. In order to receive such payment, an eligible employee must complete and submit a form provided by the Board indicating his/her intent not to participate in the Board's insurance coverage, no later than June 1 of each year. Such employee may elect to resume Board provided health insurance coverage upon written notice to the Board. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable insurance carrier. In such event, the employee shall only receive a pro-rated portion of the waiver stipend provided under this section.
- E. The Board shall implement and maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health and life insurance premiums. 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 nor 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.
- F. Option to Purchase Coverage: Employees may purchase any additional coverage offered to other non-certified Board employees at the group rate. Upon retirement, with a minimum term of service of 10 years, at a minimum age of 55, bargaining unit members shall have the option to purchase insurance coverage at the group rate, subject to approval of the insurance carrier, until age 65, when they may purchase Blue Cross 65 or equivalent, if offered on a group basis by the Board.

G. Holidays: The holiday schedule shall provide a full day's pay at the employee's rate of pay for the following holidays:

Veteran's Day*	Christmas Day
Day after Thanksgiving	New Year's Day
Day before <i>or</i> after Christmas	President's Day
Martin Luther King Day	Columbus Day
Good Friday	Memorial Day
Thanksgiving Day	Labor Day

* Veteran's Day may be a school day at the sole discretion of the Board of Education. In such case each employee shall receive a floating holiday that must be taken prior to December 31st. If the employee as not taken the floating holiday prior to December 31, it shall be included as a day's pay over the Christmas recess.

H. Personal Days: Employees shall be paid for up to three (3) personal days per school year (one (1) day at a time) for legitimate and necessary personal business. The employee shall make all reasonable efforts to plan and conduct such personal business so that it does not conflict with assigned duties. The employee must request the leave in writing (Board of Education Form) at least forty-eight (48) hours in advance (except when impossible in cases of emergency) and state the general purpose of such leave. At the end of the school year members of the bargaining unit shall be compensated, at their base rate of pay, for all unused personal leave for that particular school year.

I. Vacations: The basic vacation periods shall be as follows:

1	year of service.....	5 days
2-7	years of service.....	10 days
8-13	years of service.....	15 days
14-19	years of service.....	20 days
20+	years of service.....	25 days

Employees shall not take vacation that interferes with the school calendar. Any vacation not taken in a given year shall be purchased back by the Board at the end of the school year.

J. The Board shall provide an opportunity for the employees to obtain, without cost, an individual flu shot and chest x-ray.

ARTICLE XVIII COMPENSATION FOR INJURY

Any employee's injury or physical disability due to the pursuit of his/her occupation shall be compensated for in accordance with the worker's compensation law of the State of Connecticut.

ARTICLE XIX
SAVE HARMLESS CLAUSE

The obligation of the Board of Education to protect and save harmless its employees in damage suits is provided for in §10-235 of the General Statutes.

ARTICLE XX
SAVING CLAUSE

- A. If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation between the Board and the Union.
- B. In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XXI
NEGOTIATION OVER MATTERS NOT COVERED BY TERMS OF THE
AGREEMENT

This Agreement may be amended or modified by the mutual agreement of the parties, although it is recognized that neither party has any obligation to negotiate such amendment or modification during the life hereof.

ARTICLE XXII
PARAPROFESSIONAL PLACEMENT

The Board shall notify each employee of his/her tentative assignment for the next school year on or before the last school day in each school year.

ARTICLE XXIII
SCHOOL CLOSINGS

- A. If, during the year, the Ansonia schools are closed due to inclement weather, the Board shall allow employees covered by this contract to make-up said days. Employees shall have the option of taking a personal day for these days.
- B. If the work day is shortened by the Board for emergencies or otherwise, the Board agrees to pay affected employees their normal day's pay for that day.

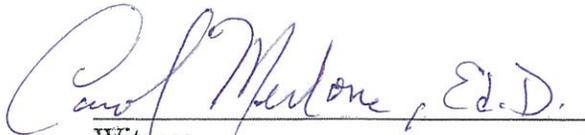
ARTICLE XXIV
WORK ASSIGNMENTS

During the course of the work day, paraprofessionals will perform any duty consistent with their job description deemed necessary for the good of the school, as assigned by the Principal or his/her designee. However, in the event a bargaining unit employee is required to cover for a certified employee he/she shall be paid at time and one half (1 ½) times his/her normal rate of pay for the duration of the assignment. Lunch duty, paid at the regular rate of pay shall be equitably assigned within each building. Substitution shall also be equitably distributed.

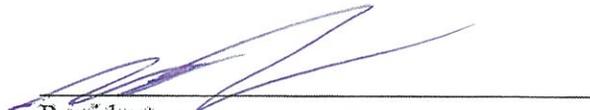
ARTICLE XXV
DURATION

This Agreement shall be in full force and effect during the period July 1, 2016 through June 30, 2021.

FOR THE BOARD OF EDUCATION
CITY OF ANSONIA



Witness
8/22/17



President
Date: 08/22/2017

FOR THE ANSONIA FEDERATION OF
PARAPROFESSIONALS, AFT-CT,
LOCAL #2181, AFL-CIO



Witness



President
Date: 8/21/2017



Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And, you can earn rewards by taking certain steps to improve your health.

Appendix A

High Deductible Healthcare Plan/ Health Savings Account

Your Lumenos HSA Plan

First - Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2015, contributions can be made to your HSA up to the following:
\$3,350 individual coverage
\$6,650 family coverage

Note: These limits apply to all combined contributions from any source.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then -

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge Responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility In Network and Out of Network Providers

\$1,500 individual coverage
\$3,000 family coverage

If Needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers 80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

In-Network Providers

\$1,500 individual coverage
\$3,000 family coverage

Out-of-Network Providers

\$4,000 individual coverage
\$8,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

And even -

Earn Rewards

What's special about your Lumenos HSA plan is that you may earn reward dollars to redeem for gift cards to select retailers. It's how your Lumenos plan rewards you for taking steps to improve your health.

Earn Rewards

If you do this:

- Future Moms for participation and completion
- Healthy Lifestyles online participation
- ConditionCare participation and completion.

Some eligibility requirements apply. See page 2 for program descriptions..

You can earn:

Up to \$200
Up to \$150
Up to \$300

If you have questions, please call toll-free 1-888-224-4896.

Group Gift Card



Appendix A
High Deductible Healthcare Plan/ Health Savings Account
(Effective July 1, 2017)

Healthy Rewards

You can earn reward dollars to redeem for gift cards at select retailers. Earn rewards for the following:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

Healthy Lifestyles Online: Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

Enroll in ConditionCare: (Incentive \$100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: (Incentive \$200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer
- H. Influenza type b
- Polio
- Measles, Mumps, Rubella (MMR)

Adult Preventive Care

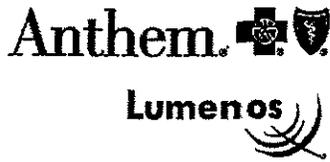
Office Visits after age 18; including preventive vision exams.

Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

- Hepatitis A
- Hepatitis B
- Diphtheria, Tetanus, Pertussis (DtaP)
- Varicella (chicken pox)
- Influenza – flu shot
- Pneumococcal Conjugate (pneumonia)
- Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.



Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have Traditional Health Coverage with the coinsurance listed on Page 1 to help pay for covered services listed below:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Durable Medical Equipment
- Emergency Hospital Services (network coinsurance applies both in-network and out-of-network)
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 220 days per member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services are unlimited.
- PT/OT/ST and Chiropractic services are a combined limit of 50 visits per member per calendar year..
- Some restrictions may apply to infertility services.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum of for in and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

Prescription Drugs – copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)

- \$5 Tier 1 copayment
- \$35 Tier 2 copayment
- \$40 Tier 3 copayment

Mail Order (90 day supply)

- \$10 Tier 1 copayment
- \$70 Tier 2 copayment
- \$80 Tier 3 copayment

* For the out-of-network benefit, refer to the Traditional Health Coverage section.



Lumenos HSA Plan Summary



This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

When you redeem your Healthy Rewards dollars for a gift card, the amount of the gift card is considered taxable income to you. You should contact a tax advisor for guidance on tax issues.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc. Independent licensees of the Blue Cross and Blue Shield Association.

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If you have questions, please call toll-free 1-888-224-4896.