

COLLECTIVE BARGAINING AGREEMENT

between

BRANFORD BOARD OF EDUCATION

and

**BRANFORD PARAPROFESSIONALS,
UE LOCAL 222, CILU/CIPU, CILU #88**

Effective July 1, 2015 to June 30, 2019

TABLE OF CONTENTS

Recognition/Definitions.....	1
Management Rights.....	1
Union Activity.....	2
Non-Discrimination.....	3
No Strike/Lockout.....	3
Union Security.....	3
Bulletin Boards.....	4
Building Use.....	4
Personnel Records.....	5
Performance Evaluations.....	5
Health and Safety.....	5
Professional Development.....	6
Terms of Employment.....	6
Discipline.....	7
Grievance Procedure.....	8
Probationary Period.....	10
Seniority.....	11
Vacancies.....	11
Assignment and Transfer.....	11
Reduction in Force.....	12
Sick Leave.....	13
Personal Leave.....	13
Bereavement Leave.....	14
Holidays.....	14
Jury Duty.....	14
Unpaid Leave.....	15
Workers' Compensation.....	15
Health Insurance.....	15
Life Insurance.....	18
Wages.....	18
Complete Agreement.....	18
Duration.....	19

ARTICLE 1
RECOGNITION/DEFINITIONS

1.1 The Branford Board of Education recognizes UE Local 222, CILU/CIPU, CILU #88, affiliated with the United Electrical, Radio and Machine Workers of America - UE (the "Union") as the exclusive bargaining representative of all paraprofessionals employed by the Branford Board of Education as the result of the certification election held in Case No. ME-29,174 - Decision No. 4535 for the purpose of collective bargaining over matters pertaining to wages, hours and other conditions of employment.

1.2 As used throughout this document, the term "Agreement" shall mean the collective bargaining agreement between the Branford Board of Education and the UE Local 222, CILU/CIPU, CILU #88, affiliated with the United Electrical, Radio and Machine Workers of America.

1.3 As used in this Agreement, the term "days" shall mean business days, unless otherwise expressly specified in this Agreement.

1.4 As used in this Agreement, the term "Board" shall mean the Branford Board of Education and/or its designated employees/agents, including, but not limited to, the Superintendent of Schools and/or the Superintendent's designee, unless otherwise expressly specified in this Agreement.

1.5 As used in this Agreement, the term "employee" shall mean all bargaining unit employees as defined in Article 1.1 above, unless otherwise expressly specified in this Agreement.

ARTICLE 2
MANGEMENT RIGHTS

2.1 Except where such rights, powers and authority are relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

- (a) To maintain public schools and such other educational activities as in its judgment will serve the interest of the students and Town of Branford.

- (b) To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures.
- (c) To discontinue processes or operations.
- (d) To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
- (e) To employ, assign, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- (f) To establish contracts for the Board's operations.
- (g) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, and to discipline employees as determined to be appropriate by the Board.
- (h) To create job specifications and revise existing job specifications.

2.2 The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Those inherent management rights not restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to any grievance procedure. It is understood that the rights of each party shall be exercised in a manner not in contradiction to the Municipal Employee Relations Act ("MERA").

ARTICLE 3 UNION ACTIVITY

3.1 An authorized representative of the Union shall have access to school property at reasonable times and in reasonable places, with prior approval of the Building Principal, during work hours to investigate grievances or to insure compliance with this Agreement. Following approval, these visits to the school buildings are not to disrupt or interfere with school operations in any manner.

3.2 The Union President, in addition to the employee(s) who file(s) a grievance, shall be granted leave from duty without loss of pay for attendance at arbitration hearings and meetings between the Board and the Union for the purpose of

processing the grievance as provided for in Article 15 (Grievance Procedures). Every effort will be made to schedule such meetings and hearings 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 Union President and the impacted individual, where appropriate, will be allowed paid leave for proceedings conducted by the State Board of Labor Relations pursuant to MERA.

3.3 Provided that the Union gives the Board at least two (2) weeks advance notice before the use of such leave, two (2) Union officers may each attend Union conferences, seminars and conventions for up to three (3) days without the loss of pay in even years and up to (4) days without the loss of pay in odd years. For the purposes of this section, an odd year shall be when the school year starts with an odd numbered year (e.g. 2015-16 is an odd year).

ARTICLE 4 NON-DISCRIMINATION

4.1 Neither the Board nor the Union shall discriminate against any employee in any manner relating to employment in violation of federal and/or state law.

ARTICLE 5 NO STRIKE/LOCKOUT

5.1 The Union shall not engage in, support, or condone a strike or work-stoppage. The Board shall not engage in any lockout of employees.

ARTICLE 6 UNION SECURITY

6.1 The Board will make available to each employee an electronic copy of this Agreement within a reasonable period of time after the signing of this Agreement. The Board will provide a printed copy of the Agreement upon the written request of an employee.

6.2 Each employee shall, as a condition of employment, join the Union or pay an agency fee. The agency fee shall be established by the Union in accordance with applicable law.

6.3 The Board will provide the names of all employees covered by this Agreement to the Union upon reasonable request.

6.4 The Board agrees to deduct Union dues or agency fees in conjunction with regular wage payments and shall remit the same on a monthly basis to the Union. Dues deductions shall commence thirty days after hire for all employees.

6.5 The Union shall provide the Board with written notice at least thirty (30) days prior to the effective date of any change in the rates of dues or fees.

6.6 No dues or fees will be deducted for that period of time when an employee has exhausted paid leave and is receiving no pay.

6.7 The Union agrees to indemnify and hold the Board of Education harmless against any and all claims, demands, suits or other forms of liability which may arise out of any provisions of this Article.

ARTICLE 7 BULLETIN BOARDS

7.1 The Board agrees to provide space on a bulletin board in each school that the Union may utilize for the purpose of posting appropriate notices of Union business. Such notices shall not be of a derogatory nature against the Board.

ARTICLE 8 BUILDING USE

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

- a. Meetings must be conducted outside of the normal student areas in a manner so as not to impact the instructional day or the orderly operation of the school as determined by the principal.
- b. Requests for use of the facilities must be made to the Building Principal and approved at least two (2) days prior to the meeting date.
- c. The meeting must be held at a time when the building is normally open and custodial staff is available on a non-overtime basis.

ARTICLE 9
PERSONNEL RECORDS

9.1 An employee's personnel file shall be defined for the purpose of this Article as that file which is maintained in the Central Office. A bargaining unit member shall be permitted to examine and copy any and all materials in his/her personnel file after giving three (3) working days notice. Employees shall be limited to one (1) free copy of the information contained in his/her file per work year.

9.2 An employee may respond in writing to any material placed in his/her personnel file.

9.3 Employee evaluations and discipline records may be placed in an employee's personnel file if this information has previously been shared with the employee. Employees will be informed when documents are placed in an employee's personnel file.

ARTICLE 10
PERFORMANCE EVALUATIONS

10.1 The Board shall develop and administer performance evaluations which shall assess, measure, and evaluate an employee's performance. The results of performance evaluations may not be grieved through the grievance procedure. The signing of a performance evaluation by the employee does not necessarily constitute agreement with the contents of the evaluation, but signifies receipt of the performance evaluation. Employees shall have an opportunity to review the contents of their evaluation with the Building Administrator.

ARTICLE 11
HEALTH AND SAFETY

11.1 The Board will provide regular safety training to employees and make reasonable efforts to ensure that employees are provided with safe and appropriate equipment and facilities.

11.2 If an employee becomes aware of an unsafe situation, he/she shall notify the building administrator.

11.3 Any damage to employees' clothing or personal property that occurs during the course of performing their duties that is not due to the negligence of the employee, may be submitted to the administration for review and a maximum reimbursement of one hundred dollars (\$100) annually.

ARTICLE 12
PROFESSIONAL DEVELOPMENT

12.1 Paraprofessionals shall receive the equivalent of four (4) hours of professional development outside of regular working hours in addition to embedded professional development during regular working hours. Professional development time shall be directed and scheduled by the administration. When such time is scheduled by the administration during regular working hours, no additional compensation shall be provided for such professional development time.

12.2 Paraprofessionals may be provided with additional required or optional professional development opportunities during the course of the school year.

12.3 On early release student days, paraprofessionals may be required by the administration to remain for professional development activities. If professional development is required, paraprofessionals shall receive at least six (6) weeks advance notice.

ARTICLE 13
TERMS OF EMPLOYMENT

13.1 The work year of employees shall conform to the student school calendar.

13.2 The hours of work shall be established by the Board and will normally be between 7:00 a.m. and 4:00 p.m. with a thirty (30) consecutive minutes unpaid lunch period for those paraprofessionals working five (5) or more hours per day. On or before August 20th of each year, paraprofessional employees shall be advised of their respective starting times and work assignments.

13.3 Full-time employees are those employees who are regularly scheduled to work thirty (30) or more hours per week. Part-time employees are those employees who are regularly scheduled to work less than thirty (30) hours per week.

13.4 Paraprofessionals may be required to work beyond their normally scheduled work hours for field trips, added duties, or similar activities; and shall be compensated accordingly to their hourly wage. Paraprofessionals shall receive time and one half for all time actually worked over forty (40) hours in one week.

13.5 The administration shall make every reasonable effort to distribute summer/extended school year assignments to bargaining unit members via electronic

mail by May 15 of each year. Paraprofessionals interested in obtaining these positions may apply. Positions will be awarded based on district need, seniority and qualifications. Employees shall be compensated at their regular rate of pay. All other provisions of the contract will be in place for these awarded Summer positions.

13.6 On school days shortened because of a delayed opening or early dismissal due to inclement weather, paraprofessionals shall work through their designated lunch period.

13.7 As a condition of employment with the Board, candidates applying for paraprofessional positions with the Board on or after August 15, 2015 must have passed the ParaPro Assessment, or possess an Associate's degree, or the equivalent of sixty (60) college credits in order to be considered for employment with the Board as a paraprofessional. Paraprofessional candidates must pay for and pass ParaPro before employment.

All paraprofessionals employed by the Board prior to August 15, 2015 must either have an academic degree (AA, BA, MA) or have earned at least sixty (60) college credits or have passed the ParaPro Assessment, except as follows. All current paraprofessionals who do not meet the qualifications listed above must pass the ParaPro Assessment by June 30, 2017. The Board shall pay for one (1) administration of the test during the 2015-2016 school year. Any paraprofessional who does not pass the ParaPro Assessment during that test administration shall take any future ParaPro Assessment at his/her own expense. If a paraprofessional does not comply with the requirement to pass the ParaPro Assessment by June 30, 2017, his/her employment shall terminate at the end of the 2016-2017 school year and such action shall not be subject to the grievance procedure.

Paraprofessionals who engage only in lunch duty, recess coverage and/or other non-instructional duties shall not be required to pass the ParaPro Assessment or to meet the other requirements of being a qualified paraprofessional under Title I. If such a paraprofessional begins to engage in instructional duties, he/she will be required at that time to meet the requirements outlined above.

ARTICLE 14 DISCIPLINE

14.1 No employee shall be suspended or discharged without just cause. The Union President shall be notified of any employee suspension or discharge. This section shall not apply to probationary employees.

14.2 Disciplinary Action shall normally include one of the following:

- (1) verbal warning - documented and initialed in writing;
- (2) written warning;
- (3) suspension;
- (4) discharge.

The nature of an offense may warrant a change from a progressive disciplinary pattern. Other than in the case of probationary employees, disciplinary action which violates the provisions of this Agreement may be appealed through the grievance procedure set forth in this Agreement.

ARTICLE 15 GRIEVANCE PROCEDURE

15.1 Definitions:

- a. "Grievant" is defined as any member of the bargaining unit and may include a group of similarly affected employees.
- b. "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement. A grievance must be in writing and must set forth the specific section(s) of the Agreement alleged to have been violated, misinterpreted or misapplied.

15.2 Time Limits:

- a. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified, however, may be extended by written agreement of the parties.
- b. If the grievant or the Union does not file a grievance in writing with the appropriate administrator within ten (10) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance, then the grievance shall be considered waived.
- c. Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall constitute a waiver of the right to proceed further with the grievance.

15.3 Informal Step

- a. If an employee feels that he/she may have a grievance, he/she may first discuss the matter with his/her building administrator in an effort to resolve the problem informally.

15.4 Step One - Building Administrator

- a. Following the Informal Step, if the employee wishes to pursue the grievance, he/she or the Union shall present the grievance in writing to his/her building administrator within ten (10) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance.
- b. The building administrator shall, within five (5) days after the receipt of the written grievance, meet with the grievant and render his/her decision in writing to the grievant and Union President, by registered or certified mail, or hand delivery.

15.5 Step Two - Superintendent of Schools

- a. If the grievant or Union is not satisfied with the disposition of his/her grievance at Level One, he/she or the Union may, within five (5) days after receipt of the decision at Level One, file his/her grievance with the Superintendent of Schools.
- b. The Superintendent, or his/her designee, shall, within ten (10) days after receipt of the grievance, meet with the grievant, witnesses, and representatives of the Union for the purpose of hearing the grievance.
- c. The Superintendent, or his/her designee, shall, within ten (10) days after such meeting, or receipt of the grievance if no meeting is held, render his/her decision and the reasons for it in writing to the grievant.

15.6 Step Three - Arbitration

- a. The Union may, within twenty (20) days after receipt of the Step Two decision, submit the grievance to arbitration by filing a demand for arbitration with the Connecticut State Board of Mediation and Arbitration. The Board may require that the grievance be filed with

the American Arbitration Association (“AAA”), which shall act as the administrator of the proceedings. The parties agree that they may expedite the arbitration process by agreeing to a neutral prior to submission.

- b. If the Board requires that the arbitration be filed with the American Arbitration Association, the Board will assume the responsibility for the costs of the filing fee and the arbitrator. Effective June 30, 2019, the costs of the arbitration shall be borne equally by both parties.
- c. The arbitration proceedings shall be in accordance with the policies and procedures of the AAA.
- d. The arbitrator may only hear and decide a grievance based upon an alleged violation, misinterpretation or misapplication of this Agreement. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all terms of this Agreement, and shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The decision of the arbitrator shall be binding on both parties.

ARTICLE 16 PROBATIONARY PERIOD

16.1 Newly hired employees shall be subject to an initial probationary period of sixty (60) work days, during which time the employee shall receive pay for only hours actually worked; there shall be no paid hours for days of absence, for any reason.

16.2 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 the probationary employee shall be notified in writing of the reason(s) for the discipline or discharge. If an employee is disciplined during the probationary period, as indicated by a written notice of discipline in his/her personnel file, the Board may extend the employee’s probationary period to ninety work ninety (90) days by written notice to the employee.

16.3 After completion of the probationary period, any applicable paid leave benefits to which the employee may be entitled shall be pro-rated according to the employee’s date of hire and may be utilized by the employee going forward in accordance with applicable provisions.

ARTICLE 17
SENIORITY

17.1 Seniority shall be defined as the length of an employee's continuous service within a classification with the Board of Education, beginning on the first day of work. Seniority shall continue to accrue during periods of authorized paid and unpaid leaves of absence.

17.2 The Board shall annually, on or before October 15, furnish the Union President with an updated seniority list, including the name, date of hire, hours of work, and school location of all bargaining unit members. This list may be provided electronically. The Board shall also provide the President with notification of new hire(s), resignations or retirements as they occur.

ARTICLE 18
VACANCIES

18.1 A job vacancy is defined as an opening or new position within the bargaining unit.

18.2 All job vacancies shall be posted in each school, at the office of the Board of Education and on the Board of Education website for a period of at least seven (7) calendar days. The Board shall have the right to simultaneously advertise such vacancies outside the bargaining unit. Postings will include the date of the posting and the closing date of the posting, location and hours of work. Employees who wish to apply for appointment to a job vacancy shall file an electronic application with the Superintendent's office within the time limit specified in the posting.

18.3 At the end of the application period, the Board shall have the right to select the applicant who is most qualified for the position. If two (2) or more applicants are similar in qualifications and experience, the applicant with the most seniority shall be selected.

18.4 During the Summer school recess, postings of all new positions and vacancies shall be posted on the school district website, with an electronic copy sent to the Union President and Vice-President.

ARTICLE 19
ASSIGNMENT AND TRANSFER

19.1 The Board shall not arbitrarily or capriciously reassign or transfer employees within the Bargaining Unit.

19.2 If the Board determines the reassignment or transfer of an employee is in the best interests of the school district, the Board shall have the right to implement a reassignment or transfer upon notification to the employee and the Union. The Board agrees to make reasonable efforts to avoid transferring employees between schools, although student movement between schools may necessitate the transfer of an employee to another school. If an employee transfer has an impact on work hours, the Board agrees to meet with the employee and the Union to discuss such impact.

ARTICLE 20 REDUCTION IN FORCE

20.1 In the event a reduction in force becomes necessary, the Board shall determine the bargaining unit member(s) in the position(s) to be affected based on the paraprofessional's qualifications, needs of the school district and seniority. The Union will be notified of the reduction in force no later than fourteen (14) calendar days before the effective day of the reduction in force.

20.2 Any employee relieved of his/her duties because of a reduction in force shall be eligible to receive a vacant position within the bargaining unit, so long as they are qualified for that position. If there is no vacancy or position available, the displaced bargaining unit member shall bump the least senior bargaining unit member, so long as the displaced bargaining unit member is qualified for that position in the judgment of the Superintendent or his/her designee. For the purposes of bumping, there shall be two (2) separate bumping lists: full-time paraprofessionals and part-time paraprofessionals.

20.3 Laid off employees shall be recalled to work by seniority, with the most senior being recalled first, and based on their qualifications for the position as determined by the Superintendent. In recalling employees, the Board shall rely on the last address furnished to the Board, in writing, by the employee. The laid off employee will remain on the recall list for one (1) year from his/her layoff date.

20.4 In the event that an employee on the recall list declines to return to work when offered a position, or fails to respond within ten (10) days of the date of the mailing of the offer of a position, the individual shall be removed from the recall list. Employees who will be away from their mailing address shall provide the Central Office with an alternative mailing address. Employees are responsible for ensuring that the school district has an appropriate and updated mailing address. A refusal of the offer of a part-time position by an employee laid off from a full-time position shall not constitute a refusal to return to work for the purposes of this section.

20.5 An employee who has been laid off and subsequently returns to work within his/her recall period shall receive, when applicable, credit for accumulated sick

leave earned prior to the layoff, credit for uninterrupted seniority, and his/her equivalent wage rate. Employees, however, will not accrue additional paid leave while on the recall list.

ARTICLE 21 SICK LEAVE

21.1 The following leave provisions are adopted in recognition of the necessity for certain temporary absences from employment. A request for leave form must be completed for leaves except for leaves due to an unanticipated employee illness or injury. In the event that any provision of this Article is inconsistent with any applicable statute concerning family and medical leave, the provisions of the statute shall be controlling.

21.2 Full-time employees shall accrue six (6) sick days per year, with such days to be accrued at the rate of one day earned per thirty (30) days worked. Part-time employees shall accrue three (3) sick days per year. Sick leave days shall be taken in half day increments based on the actual work day of the paraprofessional. Effective July 1, 2013, full-time employees shall accrue seven (7) sick days per year; part-time employees shall accrue four (4) sick days per year.

21.3 Sick leave days may be used for an employee's personal illness or physical incapacity. At the request of the Superintendent or his/her designee, an employee may be asked to supply a physician's certificate validating the reason for his/her absence due to sick leave.

21.4 Unused sick leave days may be accumulated by employees from year to year. Employees may accumulate up to fifty (50) days of sick leave. Accumulated sick leave for part-time employees will be prorated, based on their actual hours worked, should they become full-time employees.

21.5 Employees with accumulated sick leave shall have such leave grandfathered.

ARTICLE 22 PERSONAL LEAVE

22.1 Employees shall receive one (1) personal day with pay to be used for an absence for personal reasons, limited to situations not under the control of the employee which make an absence from work necessary. Prior approval must be given by the Superintendent or the Superintendent's designee. Employees must request such leave in writing on such forms as may be administratively required, stating reasons for the

request, at least three (3) days in advance, except in emergencies. Personal days may not be accumulated from year to year.

ARTICLE 23
BEREAVEMENT LEAVE

23.1 Up to five (5) days bereavement leave may be used in the event of the death of a member of the employee's immediate family. For the purposes of this section, "immediate family" is defined as spouse, child, parent, and sibling. Up to three days bereavement leave may be used in the event of the death of a member's grandchild, mother-in-law, or father-in-law. One (1) day bereavement leave may be used in the event of the death of an aunt, uncle, niece, nephew, first cousin, grandparent, brother-in-law or sister-in-law. The Superintendent or his/her designee may request documentation to support the bereavement leave.

ARTICLE 24
HOLIDAYS

24.1 Effective July 1, 2015, employees shall be entitled to the following holidays: Thanksgiving, Christmas, and Memorial Day. Effective July 1, 2016, employees shall be entitled to the following holidays: Thanksgiving, Christmas, New Years Day and Memorial Day. Effective July 1, 2017, employees shall be entitled to the following holidays: Thanksgiving, Christmas, New Years Day, President's Day and Memorial Day.

24.2 Holidays shall be celebrated on the day designated under State or Federal law. When a holiday occurs while an employee is on sick leave, the day shall not be charged against sick time but will be paid for as a holiday.

24.3 In calculating payment for holidays, an employee's average daily hours over the course of a week shall be utilized.

ARTICLE 25
JURY DUTY

25.1 Each bargaining unit employee shall be entitled to be absent from work for jury duty. The employee shall be entitled to be paid the difference between any compensation received for jury duty and his/her normal work day during jury duty.

ARTICLE 26
UNPAID LEAVE

26.1 Employees requests for leaves of absence under the Family and Medical Leave Act (FMLA) shall be granted in accordance with the provisions of the Act.

26.2 Employees may request a leave of absence without pay as the result of the medical condition of the employee or someone for whom the employee is a primary caregiver (using the definition provided in the FMLA for the purposes of defining "someone for whom the employee is a primary caregiver" only), for a period of up to one year. The decision to grant said leave of absence is in the sole discretion of the Superintendent or his/her designee. In determining whether to grant such leave, the Superintendent may consider the employee's overall attendance. Such request will not be unreasonably denied. A decision to deny a requested leave of absence is not subject to the grievance procedure and cannot be appealed to the Board.

ARTICLE 27
WORKERS' COMPENSATION

27.1 Employees are covered by Workers' Compensation in accordance with state law. Employees may utilize sick leave during periods of absence due to compensable injury in partial day increments to supplement compensation payments or while such payments are pending.

ARTICLE 28
HEALTH INSURANCE

28.1 The Board shall provide health insurance for all eligible full-time (thirty (30) hours or more per week) individual bargaining unit employees. New employees hired on or after August 1, 2015 shall be enrolled in the High Deductible Healthcare Plan (HDHP). Current employees, hired on or before July 31, 2015, shall have the option for the 2015-2016 school year to enroll in the Century Preferred Provider Plan, the BlueCare POE Plan or the High Deductible Healthcare Plan (HDHP). Employees may be provided coverage for eligible family members with the employee assuming one hundred percent (100%) of the cost of such coverage.

Effective July 1, 2016 the BlueCare Plan and the Anthem Blue Cross/Blue Shield Century Preferred Plan shall be eliminated and 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)	1500/3000	1500/3000
Co-insurance	N/A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (Individual/Aggregate Family)	N/A	1500/3000
Cost Share Maximum (Individual/Aggregate Family)	1500/3000	3000/6000
Lifetime Maximum	Unlimited	Unlimited

Effective July 1, 2018, 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)	\$5,000/10,000	
Lifetime Maximum	Unlimited	Unlimited

The Board will contribute into a Health Savings Account (HSA) for each employee enrolled in the HDHP plan at a level equal to fifty percent (50%) of the applicable individual deductible amount. The Board's contribution to the deductible in each year of the agreement shall be deposited twenty-five percent (25%) by August 1 and seventy-five percent (75%) by October 1. The Board shall have no obligation to fund any portion of the HSA deductible amount for employees upon their separation from employment. The Board's contribution towards the deductible shall be pro-rated for employees hired after the beginning of the plan year. A paraprofessional may apply to 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 Board whether to grant such emergency distribution of preliminary funding of the Board's contribution to the deductible and the granting or denial of such preliminary funding shall not be subject to the grievance procedure.

28.2 For eligible employees for the 2015-2016 year only, the Century Preferred Provider Plan and BlueCare POE Plan will have co-payments and deductibles as described in the insurance summary, including the following benefits for all eligible employees:

- (a) Home/office visit co-payment of twenty-five dollars (\$25); diagnostic and laboratory co-payment of twenty-five dollars (\$25).
- (b) Urgent care co-payment of fifty dollars (\$50); emergency room co-payment of one hundred dollars (\$100).
- (c) Outpatient surgery co-payment of one hundred-fifty dollars (\$150); inpatient co-payment of two hundred dollars (\$200).
- (d) Prescription drug plan with co-payments of ten dollars (\$10) - generic; twenty-five dollars (\$25) - preferred; forty dollars (\$40) - non-preferred. Two times (2x) mail order co-payment. Prescription drug override available.

28.3 The following premium cost sharing arrangement shall be in effect for the Century Preferred Provider and BlueCare POE health insurance plan option for eligible employees for 2015-2016 only:

2015-16 Employees eligible for the PPO plans shall pay sixteen percent (16.0%) of the premium cost for single coverage to be applied retroactive to July 1, 2015.

28.4 The following premium cost sharing arrangement shall be in effect for the HDHP/HSA health insurance plan option:

2015-16 Employees shall pay twelve percent (12%) of the premium cost for single coverage retroactive to July 1, 2015;

2016-17 Effective July 1, 2016, employees shall pay twelve percent (12%) of the premium cost for single coverage.

2017-18 Effective July 1, 2017, employees shall pay thirteen percent (13%) of the premium cost for single coverage.

2018-19 Effective July 1, 2018, employees shall pay thirteen percent (13%) of the premium cost for single coverage.

- 28.5 Employees hired prior to July 1, 1999 working at least thirty (30) hours per week are eligible to share the cost of dependent coverage at the prevailing rate of premium share.
- 28.6 The Board may provide insurance programs as required by this Article through alternative carriers or self-insurance. The Board may change carriers or self-insure as long as the benefits provided, when considered as a whole, are substantially equivalent to the benefits currently available to employees.
- 28.7 If the Board receives notice 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 29
LIFE INSURANCE

29.1 The Board will provide full-time (30 hours or more) employees \$25,000 in life insurance coverage.

ARTICLE 30
PENSIONS

30.1 Retirement benefits for employees working twenty (20) plus hours or more shall be covered by MERF. Employees working below twenty (20) hours a week shall be covered by the Board's alternative to FICA plan. Copies of these documents are available upon request from the Assistant Superintendent for Personnel or his/her designee.

ARTICLE 31
WAGES

31.1 Wages shall be as set forth in the attached Appendix A.

ARTICLE 32
COMPLETE AGREEMENT

32.1 It is understood and agreed that this Agreement contains the complete agreement of the parties, and that it may be amended and altered only by mutual agreement in writing by the parties.

ARTICLE 33

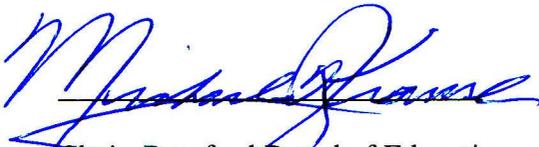
DURATION

33.1 This Agreement shall be effective July 1, 2015 and shall remain in full force and effective through June 30, 2019.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 28th day of October 2015.

Branford Board of Education

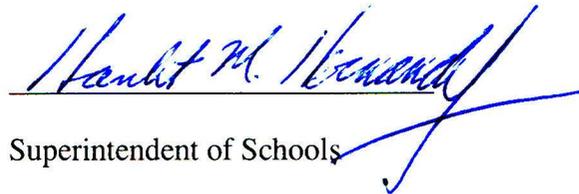
UE LOCAL 222, CILU/CIPU #88



Chair, Branford Board of Education



President, UE LOCAL 222, CILU



Superintendent of Schools



UE LOCAL 222, Field Organizer

APPENDIX A

Paraprofessionals shall be assigned to one of the wage groups listed below or be considered "off scale." The "off scale" employees shall receive a percentage increase over their prior year hourly rate as listed below.

See Appendix B for the agreed upon group placements for 2015-16. Employees shall remain in the same group for the duration of the 2015-19 Agreement.

Group	2015-16	2016-17	2017-18	2018-19
1	\$13.10	\$13.48	\$13.88	\$14.33
2	\$14.15	\$14.47	\$14.83	\$15.24
3	\$15.15	\$15.45	\$15.76	\$16.08
4	\$17.10	\$17.44	\$17.79	\$18.15
Off Scale	0.50%	0.50%	0.50%	1.00%

**APPENDIX B
GROUP PLACEMENT FOR 2015-19 AGREEMENT**

Last Name	First Name	Position	Group
AGUE	DARIA	LITERACY AIDE	1
AMICI	JONATHAN	BUS AIDE	4
AMORA	MAX	SPECIAL EDUCATION	4
ARNOLD	ANTHONY	ELL PARA/AIDE	1
BARBASH	JOANNE	LITERACY AIDE	1
BETHKE	EDWARD	SPECIAL EDUCATION	2
BILSKIS	CHELSEA	SPECIAL EDUCATION	1
BLITZ	LITA	SPECIAL EDUCATION	Off
BOCZAR	KATHLEEN	SPECIAL EDUCATION	1
BONDOS	CHRISTIE	SPECIAL EDUCATION	1
BOZZUTO	DONNA	SPECIAL EDUCATION	4
BRECHLIN	ANGEL	LITERACY AIDE/ PRE K AIDE	1
BROCKETT	DARYLE	SPECIAL EDUCATION	4
BROWN	BEATRICE	SPECIAL EDUCATION	4
BURKE	RIHAB	SPECIAL EDUCATION	2
BURKE	NANCY	SPECIAL EDUCATION	2
CALAMITA	SUSAN	SPECIAL EDUCATION	1
CAMINEAR	CHRISTINE	SPECIAL EDUCATION	2
CAPEZZONE	CAROL	SPECIAL EDUCATION	4
CARE	CATHY	LUNCH AIDE	1
CARLSON	SANDRA	504 AIDE	1
CASTELLUZZO	RYAN	SPECIAL EDUCATION	1
CASTRO PASCOE	PAMELA	CAREER AIDE	3
CENERI	MARISA	SPECIAL EDUCATION	1
CONTE	SUZANNE	SPECIAL EDUCATION	4
COROLLA	SONIA	SPECIAL EDUCATION	1
CUMBO	ADELA	LUNCH AIDE	1
CUNNINGHAM	MEGAN	SPECIAL EDUCATION	2
CURRAN	MEGHAN	LITERACY AIDE	1
CURRI	BETHANY	SPECIAL EDUCATION	1
D AMICO	NANCY	SPECIAL EDUCATION	3
DAVIS	JESSICA	SPECIAL EDUCATION	1
DEANE	JENNIFER	SPECIAL EDUCATION	1
DEFABIO	ANDREA	ELL PARA/AIDE	1
DEFALCO	MARY	LITERACY AIDE	1
DEMAIO	JANET	ELL PARA/AIDE	4
DENEGRE	MICHAEL	SPECIAL EDUCATION	4
DUBOVICK	BRITTANY	LITERACY AIDE	1
DWYER	ROBIN	504 AIDE	2

Last Name	First Name	Position	Group
EMERSON	ERIN	SPECIAL EDUCATION	4
EWING	CYNTHIA	SPECIAL EDUCATION	4
FERRARA	LORETTA	SPECIAL EDUCATION	2
FLORIO	PAMELA	SPECIAL EDUCATION	4
FOSKEY	BRIAN	SPECIAL EDUCATION	1
FOSTER	GENA	SPECIAL EDUCATION	2
FOWLER	PAMELA	TECH FACILITATOR	4
GARVEY-SCHWAB	LESLIE	504 AIDE	1
GRIFFIN	SUSAN	SPECIAL EDUCATION	Off
HEALY	RICHARD	SPECIAL EDUCATION	1
HENNESSEY	RITA	TITLE III AIDE	4
HERGET	JOHN	SPECIAL EDUCATION	1
HUTT	FELICIA	LITERACY AIDE	4
JENKIN	SCOTT	IN- SCHOOL SUSPENSION	Off
JOHNSON	KELSEY	SPECIAL EDUCATION	1
KANTROW	NAOMI	SPECIAL EDUCATION	1
KELLY	MICHELE	SPECIAL EDUCATION	2
KISIL	JENNIFER	SPECIAL EDUCATION	4
KOLTYPIN	RYAN	SPECIAL EDUCATION	1
KRASZEWSKI	JASMINE	SPECIAL EDUCATION	1
KURZAWA	JOHN	SPECIAL EDUCATION	4
LEFEBVRE	MARISA	SPECIAL EDUCATION	1
LESANDRINE	GAIL	LITERACY AIDE	4
LOHRET	STEPHANIE	LITERACY AIDE	2
LONERGAN	PATRICIA	LITERACY AIDE	Off
LORELLO	DONNA	SPECIAL EDUCATION	4
LUBESKI	KRISTINA	LITERACY AIDE	1
MACKINNEL	SHARON	LITERACY AIDE	1
MARTINIK	STEPHANIE	SPECIAL EDUCATION	1
MCKERNAN	COLLEEN	NURSERY SCHOOL AIDE	4
MCNAMARA	ALYSSA	SPECIAL EDUCATION	1
MENNONE	KAITLYN	SPECIAL EDUCATION	1
MERIN	MARGO	LITERACY AIDE	2
MILARDO	LINDSAY	SPECIAL EDUCATION	1
MILES	NANCY	LITERACY AIDE	4
MONTELEONE	JUDE	SPECIAL EDUCATION	1
MONTELIUS	JOANNE	SPECIAL EDUCATION	4
MUSCO	MARGUERITE	SPECIAL EDUCATION	Off
NAPOLETANO	CARIN	LITERACY AIDE	1
NAPOLETANO	LORETTA	SPECIAL EDUCATION	4
NARDELLA	CARRIE	SPECIAL EDUCATION	3
NELSON	SARAH	LITARACY AIDE	1

Last Name	First Name	Position	Group
NEMARICH	MONIQUE	ELL PARA/AIDE	4
NEWELL	SANDRA	SPECIAL EDUCATION	Off
O NEILL	JENNIFER	SPECIAL EDUCATION	3
OAKES	EUGENE	LITERACY AIDE	1
OFFREDI	CARA	SPECIAL EDUCATION	1
OLEJARCZYK	PAMELA	SPECIAL EDUCATION	1
O'REILLY	KELSEY	SPECIAL EDUCATION	1
O'REILLY	SHEILA	SPECIAL EDUCATION	1
PACILEO	LAURA	TITLE III ELL PARA	4
PALLUZZI	KAREN	LITERACY AIDE	3
PANZA	HENRY	SPECIAL EDUCATION	Off
PASCALE	JONATHAN	SPECIAL EDUCATION	1
PAYNE	CYNTHIA	SPECIAL EDUCATION	4
PELLICANI	PATRICIA	SPECIAL EDUCATION	1
PEREZ	LIZETTE	LITERACY AIDE	1
PERROTTI	LISETTE	SPECIAL EDUCATION	3
PICARDI	GREGORY	SPECIAL EDUCATION	1
PIETRUSZKA	JENNIFER	SPECIAL EDUCATION	1
PRIOR	COLETTE	LITERACY AIDE	1
RACCIO	LISA	SPECIAL EDUCATION	Off
RANDALL	KAITLIN	SPECIAL EDUCATION	1
RENAULT	COLEEN	SPECIAL EDUCATION	4
RHODES	TRACI	SPECIAL EDUCATION	4
RICCITELLI	GAIL	SPECIAL EDUCATION	4
ROBINSON	SIMONE	SPECIAL EDUCATION	1
ROCK	DORIS	LUNCH AIDE	1
RONDO	BETH	IN- SCHOOL SUSPENSION	1
RUOTOLO	REBECCA	SPECIAL EDUCATION	4
SHAUGHNESSY	ELISABETH	SPECIAL EDUCATION	1
SIENA	CHRISTOPHER	SPECIAL EDUCATION	1
SINGH	DANIELLE	SPECIAL EDUCATION	3
SKAGGS	CHRISTOPHER	SPECIAL EDUCATION	1
SMITH	STACY	SPECIAL EDUCATION	1
SPIGNESI	JOHN	ELL PARA/AIDE	1
STRASSBURG	JESSICA	TECH FACILITATOR	3
TAMMARO	TERRY	LITERACY AIDE	Off
TINARI	LISA	LITERACY AIDE	Off
TISCHLER	LESA	PRE K AIDE	1
TOMMASELLI	NANCY	SPECIAL EDUCATION	4
TOMPKINS	DENISE	SPECIAL EDUCATION	1
TOSETTI	AMANDA	SPECIAL EDUCATION	1
TRACY	TIFFANY	PRE K AIDE	1

Last Name	First Name	Position	Group
TRUDDEN	JODI	SPECIAL EDUCATION	1
VAN WINKLE	PAMELA	LITERACY AIDE	4
VAUGHAN	TARA	SPECIAL EDUCATION	1
WALLACE	MEGAN	SPECIAL EDUCATION	1
WEISENBACH	ALLISON	SPECIAL EDUCATION	1
WELSH	ROBERT	SPECIAL EDUCATION	4
WIRTZ	EILEEN	SPECIAL EDUCATION	Off
WOLFSON-ROCHE	NANCY	SPECIAL EDUCATION	4
YOUNG	CATHY	LITERACY AIDE	Off
ZINGARELLA	BEVERLY	SPECIAL EDUCATION	1
ZULLO	LISA	LITERACY AIDE	1
ZUNIGA	ANGELA	SPECIAL EDUCATION	1