

**AGREEMENT BETWEEN THE
BRANFORD BOARD OF EDUCATION
AND
BRANFORD ASSOCIATION OF SUPPORT STAFF
("BASS")**

July 1, 2017 - June 30, 2021

ARTICLE I
RECOGNITION

- A. The Branford Board of Education (hereinafter, the “Board”) recognizes the Branford Association of Support Staff (hereinafter, the “Association”) as the sole and exclusive representative for the purpose of collective bargaining over wages, hours and other conditions of employment for all secretaries, administrative assistants, bookkeepers and other office support staff, excluding the executive assistant to the superintendent, the human resources administrative assistant, coordinators, facilitators and the network manager, and other positions as may be excluded from coverage under the Municipal Employees Relations Act, CGS 7-467 *et seq.*
- B. Except as otherwise limited by an express provision of this Agreement, the Board reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public school management. Such rights include but are not limited to establishing standards of productivity and performance of its employees, determining the mission of the Board and the methods and means necessary to fulfill that mission, including the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classification, the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies. 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.

ARTICLE II
PROBATIONARY PERIOD

- A. Newly hired employees shall be subject to an initial probationary period of ninety (90) calendar 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. After the completion of sixty (60) calendar days of employment, the employee will be eligible to receive health insurance benefits, pursuant to Article 19, on the first day of the following month.
- B. 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 for the discipline or discharge.
- C. After completion of the probationary period, any applicable sick, vacation and personal leave to which an employee may be entitled shall be pro-rated based on the date of hire and may be used in accordance with applicable provisions.

ARTICLE III
ASSOCIATION SECURITY

- A. During the term of this contract, or any extension thereof, all bargaining unit members, after the completion of their probationary period, shall either become or remain members of the Association in good standing or, in lieu of Association membership, pay to the Association a service fee. The amount of the service fee shall not exceed the minimum applicable dues payable to the Association.
- B. The Board agrees to deduct from the pay of bargaining unit members such membership dues, or service fees as may be fixed by the Association. An employee may withdraw from membership in the Association by giving written notice to the Association and the Board. Such employee shall then pay a service fee not to exceed the amount of Association dues.
- C. The Association shall supply to the Board with written notice at least thirty (30) days prior to the effective date of any change in the rates of fees or dues.
- D. No dues or fees will be deducted for that period of time when an employee has exhausted accumulated sick leave and is receiving no pay.
- E. The deduction of Association dues or service fees shall be made monthly during September through June and shall be remitted to the financial officer of the Association not later than the third Thursday of the following month. The monthly dues and/or service fee remittances to the Association will be accompanied by the list of employees from whose wages, dues deductions have been made.
- F. The Association shall indemnify and hold the Board harmless from any and all demands, suits, complaints, claims, costs and liabilities including reasonable attorney fees caused by or arising out of the administration or enforcement of this Article.

ARTICLE IV
HOURS OF WORK

- A. The full time, twelve month employee work week shall be between 37.5 and 40 hours, as specified by the Board.
- B. The full-time ten (10) month employee work week shall be between 37.5 and 40 hours as specified by the Board. The work year shall include ten (10) days during the summer months to be determined by mutual agreement between the employee and the employee's immediate supervisor.
- C. An employee's assigned work schedule is determined by the school administrator or his/her designee. Any changes to an employee's work schedule must be approved by the school administrator or his/her designee in advance.
- D. In the event of school cancellation, early dismissal or delayed arrival of students, all members of the bargaining unit shall report to work at their regular time, unless informed otherwise by the Board.
- E. Part time employees shall work the number of hours specified by the Board.
- F. Any prior practice at any work location which allowed an employee to work an abbreviated work week or to leave early during the summer months of the year, or which otherwise is at variance with the hours

of work set forth above, is eliminated upon the execution of this Agreement. The work times noted above are not inclusive of an unpaid thirty (30) minute lunch break for those employees whose work schedules include a lunch break.

ARTICLE V
PROFESSIONAL DEVELOPMENT

Employees shall receive the equivalent of at least six (6) hours of professional development. Professional development time shall be directed and scheduled by the administration during regular working hours. No additional compensation shall be provided for such professional development time.

ARTICLE VI
PAY SCHEDULE

Wages shall be paid via direct deposit according to the schedule contained in Appendix A.

ARTICLE VII
OVERTIME COMPENSATION

A bargaining unit member who works in excess of forty (40) hours in a work week shall be paid at the rate of one and one half times the straight time regular rate for each hour of authorized overtime by which his/her work week exceeds forty (40) hours. Each instance of overtime work over forty (40) hours must be specifically authorized by the employee's immediate supervisor or his/her designee. If the payroll coordinator or finance assistant is required to work on a holiday recognized on the Board-approved calendar in the given year, such payroll coordinator or finance assistant shall receive double time for actual hours worked on the holiday.

ARTICLE VIII
RETIREMENT SEVERANCE PAY

Section 1

Upon retirement after ten (10) and up to fifteen (15) years of full-time (37.5 hours weekly) continuous Branford service, employees are entitled to exchange accumulated sick leave for a severance payment. The exchange rate will be one day's pay for each accumulated sick day not to exceed twenty (20) days.

Section 2

Upon retirement after fifteen (15) years and less than twenty (20) years of full-time (37.5 hours weekly) continuous Branford service, employees are entitled to exchange accumulated sick leave for a severance payment. The exchange rate will be one day's pay for each accumulated sick day not to exceed thirty (30) days.

Section 3

Upon retirement after twenty (20) years of full-time (37.5 hours weekly) continuous Branford service, employees are entitled to exchange accumulated sick leave for a severance payment. The exchange rate will be one day's pay for each accumulated sick day not to exceed fifty (50) days.

Section 4

All ten-month full-time (37.5 hours weekly) employees will be entitled to one-half (50%) of the above-mentioned severance payments with the exchange rate of one current day's rate of pay. (Example: after twenty years of service-entitled to twenty-five (25) days).

Employees who intend to exercise this option must notify the Superintendent of Schools prior to December 1st of the year preceding the intended date of retirement to allow for proper budgetary provisions. Should the employee fail to notify the Board of his/her retirement prior to the stated deadline, the Board, at its discretion, may pay half of said severance benefit in the second year after retirement.

ARTICLE IX
SICK LEAVE

- A. Fifteen (15) days of absence from work shall be allowed with full pay to employees who work twelve months / 37.5 hours or more weekly - cumulative to 100 sick days (accumulated at 1.25 days per month).
- B. Ten (10) days of absence from work shall be allowed with full pay (during the work year) to employees who work ten months / 37.5 hours or more weekly - cumulative to 50 sick days (accumulated at 1 day per month).
- C. Six (6) days of absence from work shall be allowed with full pay (during the work year) to employees who work ten or twelve months / 20 hours or more, but less than 37.5 hours, weekly - cumulative to 25 sick days (accumulated at .6 of a day per month).*
- D. Three (3) days of absence from work shall be allowed with full normal day pay (during the work year) to employees who work 10 or 12 months, less than 20 hours weekly, non-cumulative.

ARTICLE X
HOLIDAYS

- A. The following holidays will be awarded to employees who work twelve months / 37.5 hours or more weekly:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 9. Yom Kippur* |
| 2. Martin Luther King Day | 10. Columbus Day |
| 3. President's Day | 11. Thanksgiving Day |
| 4. Good Friday* | 12. Day after Thanksgiving |
| 5. Memorial Day | 13. Christmas Eve Day |
| 6. Fourth of July | 14. Christmas Day |
| 7. Labor Day | 15. New Year's Eve Day |
| 8. Rosh Hashanah* | 16. Veteran's Day** |

* Only if recognized on Board-approved school calendar in the given year. The administration shall assign twelve month employees two (2) total additional days off in a given year in lieu of any holidays not recognized on the Board-approved school calendar. The administration shall make a reasonable effort to ensure that such additional days off are combined with weekends or holidays in a given year (e.g. assigned day off for Friday, July 5th when July 4th falls on a Thursday.)

The listed holidays will be granted with pay except when the scheduled holiday falls on a Saturday or Sunday. Holidays which fall on a Saturday or Sunday will be observed as recognized in the Board-approved school calendar or on the Monday following if mandated by law.

B. The following holidays will be awarded to employees who work ten months /37.5 or more hours weekly:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 7. Yom Kippur* |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. President's Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Day after Thanksgiving |
| 5. Labor Day | 11. Christmas Day |
| 6. Rosh Hashanah* | 12. Veteran's Day** |

*Only if recognized on Board-approved school calendar in the given year.

**If Veterans' Day is not recognized as a Board-approved holiday on the school calendar in a given year, the Board will allow each bargaining unit member a floating holiday to replace it as a paid holiday of his/her choice, with the approval of his/her supervisor.

The listed days will be granted with pay except when a scheduled holiday falls on a Saturday or Sunday. Holidays which fall on a Saturday or Sunday will be observed as recognized in the Board-approved school calendar.

ARTICLE XI **VACATION TIME**

Vacation days are credited on the basis of the employee's anniversary date of hire in a position covered by the Association. Except for during the first year of employment the enumerated vacation days are credited to employees "up front" effective July 1st of each work year. For the purpose of this Article, a year of service shall include full-time service as either a ten-month or twelve-month employee.

A. The following vacation time shall be provided to employees who work twelve months / 37.5 hours or more weekly:

- | | |
|-------------------|---|
| 1. First Year: | One (1) day per each full month worked up to ten days maximum |
| 2. Years 1-4: | Ten (10) days per year |
| 3. Years 5-15: | Fifteen (15) days per year |
| 4. Over 15 years: | Twenty (20) days per year |

B. Part-time twelve month employees who work a minimum of thirty (30) hours per week will be entitled to the following:

- | | |
|---------------------|---|
| 1. First year: | One (1) day per each full month worked up to ten days maximum |
| 2. Years 1-4: | Ten (10) days |
| 3. 5 or more years: | Fifteen (15) days |

- C. Unused vacation time will be forfeited; no carry over is permitted. Clare Torelli, however, shall be grandfathered and shall be paid for any unused days remaining from her ten (10) previously carried-over vacation days, upon her separation from employment.

ARTICLE XII
PERSONAL DAYS

Section 1

- A. Two (2) days of paid personal leave shall be allowed to employees who work twelve months / 37.5 hours or more weekly.
- B. One (1) day of personal leave shall be allowed (during the work year) to employees who work ten months/37.5 hours weekly and employees who work ten months/20 hours or more weekly.
- C. Paid Personal Leave is for the discharge of legal responsibilities which cannot be handled except during the regular work week and for other unavoidable conflicts of a personal nature involving the individual employee. Personal leave is not authorized to be taken on either the day before or after a holiday. Personal leave days may not be accumulated from year to year.
- D. Personal leave shall be requested at least seventy-two (72) hours in advance of the need for such leave, except in cases of emergency.

ARTICLE XIII
JURY DUTY

If a full-time employee is called for jury duty, the employee shall be paid the difference between the jury duty compensation rate and the employee's regular pay (as set forth in Appendix A) for the time the employee is required to serve.

ARTICLE XIV
BEREAVEMENT DAYS

Section 1:

- A. The following bereavement days shall be allowed for employees who work twelve months/37.5 hours weekly:
 - 1. Up to five (5) days — immediate family (parent, spouse, child, sibling, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, and sister-in-law).
 - 2. One (1) day — aunt, uncle, niece, nephew, or close friend. However, the allowance for close friend shall be one (1) day per year.

Section 2:

- A. The following bereavement days shall be allowed (during work year) for employees who work ten months/37.5 hours weekly.

1. Up to three (3) days — immediate family (parent, spouse, child, sibling, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, and sister-in-law).
2. One (1) day — aunt, uncle, niece, or nephew, or close friend. However, the allowance for close friend shall be one (1) day per year.

Section 3:

- A. The following bereavement days shall be allowed with full normal day pay (during the work year) for employees who work ten or twelve months/20 hours or more weekly, but less than 37.5 hours weekly:
 1. Up to three (3) days — immediate family (parent, spouse, child, sibling, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, and sister-in-law).

ARTICLE XV
INSURANCE COVERAGE

- A. The Board shall provide to all eligible thirty (30) hour or more bargaining unit members health insurance coverage and dental coverage under the High Deductible Health Plan with Health Savings Account as follows:

Effective July 1, 2017, 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
Post-deductible RX co-pay \$10/25/40		

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. Effective July 1, 2017, one hundred percent (100%) of the Board's contribution to the deductible shall be deposited into the HSA accounts by July 15. Effective July 1, 2018, one-half of the Board's contribution to the deductible shall be deposited into the HSA accounts in August and the other half of the Board's contribution to the deductible shall be deposited into the HSA accounts in February.

The parties acknowledge that the Board's contribution toward the funding of the deductible is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall

be funded for actively employed BASS members. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

Employees who are not eligible for an HSA shall be provided with a Health Reimbursement Account (HRA).

- B. Effective July 1, 2017, employees shall be responsible for seventeen percent (17%) of the premium cost for employee only coverage. Effective July 1, 2018, employees shall be responsible for seventeen and one half percent (17.5%) of the premium cost for employee only coverage. Effective July 1, 2019, employees shall be responsible for eighteen percent (18%) of the premium cost for employee only coverage. Effective July 1, 2020, employees shall be responsible for eighteen and one half percent (18.5%) of the premium cost for employee only coverage. In any year in which a successor or initial agreement is not final prior to June 30th, any negotiated changes to premium sharing shall be retroactive to the start of the year(s) in question.
- C. The Board shall provide to all eligible employees individual plus one and family health insurance coverage. Effective July 1, 2017, employees shall be responsible for forty-five percent (45%) of the premium cost share for plus one coverage and sixty-five percent (65%) of the premium cost share for family coverage. Effective July 1, 2018, employees shall be responsible for thirty-five percent (35%) of the premium cost share for plus one coverage and sixty percent (60%) of the premium cost share for family coverage. Effective July 1, 2019, employees shall be responsible for twenty-five percent (25%) of the premium cost share for plus one coverage and fifty-five percent (55%) of the premium cost share for family coverage. Effective July 1, 2020, employees shall be responsible for twenty-five (25%) of the premium cost share for employee plus one coverage and fifty percent (50%) of the cost for family coverage.
- D. The Board may provide the group health and dental insurance through an insurance company or through self insurance. The actual plans are on file in the Superintendent's office. Appendix B sets forth the Summary of Benefits, for informational purposes.
- E. Full-time 12 month employees (37.5 hours or more) will receive \$75,000 in life insurance paid in full by the Board. Full-time 10 month employees (37.5 hours or more) will receive \$50,000 in life insurance paid in full by the Board.
- F. Employees hired prior to July 1, 1999 working at least thirty (30) hours per week are grandfathered and continue to remain eligible to share the cost of dependent coverage at the prevailing rate of premium share.
- G. In the event the Board self insures its insurance obligations under this Article, it shall also provide all State of Connecticut mandated insurance benefits, coverages and services as presently exist and as in the future may be required by the State of Connecticut for fully insured plans.
- H. 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 XVI
OPENINGS

- A. All open bargaining unit positions in the Branford Public Schools shall be announced by sending electronic notices to the Association president as they occur. Bargaining unit members will have five (5) working days from the date of the announcement to apply for the vacant position in writing to the Human Resource Department.
- B. Posting will indicate the date of posting, job title, location, salary or rate of pay (including a range if applicable), grade, hours and closing date of the posting.
- C. Notification of employment to the vacancy shall be given to the unit in the form of electronic notice to the Association president and to the successful applicant.

ARTICLE XVII
SENIORITY

- A. Seniority shall be defined as the continuous service as an employee with the Board in a position covered by this Agreement. Part time employees' seniority shall be computed on a pro-rated basis as compared to a full time employee.
- B. Seniority shall continue to accrue during authorized paid and unpaid leaves of absence.
- C. Each September, Human Resources shall furnish the officers of BASS with an up to date seniority list.

ARTICLE XVIII
LAYOFF (REDUCTION IN FORCE/INVOLUNTARY TRANSFER)

- A. In the event a layoff becomes necessary, the Board or its designee shall determine the bargaining unit member(s) in the position(s) to be affected based on qualifications and seniority.
- B. In order to promote an orderly reduction in bargaining unit personnel, the following procedure will be used:
 - (i) Any bargaining unit member relieved of his/her duties because of reduction of staff or elimination of position shall be offered a vacant position (if one exists) equivalent to her/his position within her/his level for which she/he is qualified.
 - (ii) If there is no vacancy in such a position within her/his level for which she/he is qualified, the displaced bargaining unit member shall bump the bargaining unit member who has the least seniority in her/his position within her/his level for which she/he is qualified.
 - (iii) If there is no vacancy or position within her/his level for which she/he is qualified, she/he will be offered a vacancy, if one exists, in any other lower level position for which she/he is qualified.
 - (iv) If there is no vacancy in any lower level for which she/he is qualified, the displaced bargaining unit member shall bump a less senior bargaining unit member in a lower level, so long as the displaced bargaining unit member is qualified. In the event there are multiple choices, the Board shall decide which employee shall be bumped.

- C. Laid off employees shall be recalled to work by level based on qualifications and seniority. In recalling employees, the Board shall rely on the last physical and electronic mail addresses furnished to the Board, in writing, by the employee. Recall rights shall terminate twelve (12) calendar months from the date of layoff for each employee.
- D. Notice of recall shall be sent via electronic mail and via registered return receipt mail. If the employee responds via electronic mail declining the position, his/her seniority will be considered ineligible for recall. If the employee does not respond via electronic mail or within ten (10) work days of the date of the registered return receipt mailing, his/her seniority will be considered ineligible for recall. If an employee who is on layoff plans to be away at some time during the summer, he or she shall inform the Central Office of his or her summer address, and the recall notice shall be sent there.
- E. An employee, who has been laid off and is subsequently recalled within his/her recall period, shall receive, if applicable, full credit for accumulated sick leave, seniority and hourly rates earned prior to layoff. However, employees while on layoff shall not accrue any time.
- F. For purposes of this Article only, the positions and levels referred to in this Article are as follows:

<u>Position</u>	<u>Grade Level</u>
Payroll Coordinator	5
Accounts Payable Coordinator	4
Adm. Assistant to School Principals (all schools)	4
Adm. Assistant to Chief Technology Officer	4
Adm. Assistant to Facilities Director/Grants Coordinator	4
Adm. Assistant to Pupil Services Director	4
Secretaries to Vice Principals	3
Elementary Secretaries (Pre-K - 4)	3
Payroll Assistant/Finance Assistant	3
Data Specialist	3
Bookkeeper	3
Athletics Secretary	2
Library Secretary	2
Guidance Secretary	2
Attendance Secretary	2
Data Processing	2
Receptionist	2
Registrar	2
Library Assistants	1

ARTICLE XIX
DISCIPLINE

No employee shall be discharged, suspended, or shall receive a written reprimand (including a written warning) without just cause.

ARTICLE XX
PERSONNEL RECORDS

- A. An employee covered hereunder shall, upon reasonable advance notice, be permitted to examine and copy any and all materials in his/her personnel file. The Association may have access to any employee's records upon presentation of written authorization by the said employee and with reasonable advance notice. The employee and the Association shall be limited to one free copy of the information contained in his/her file per work year.
- B. An employee or the Association may respond in writing to any material placed in the particular employee's personnel file. If said response is from the employee, it shall be placed in the particular employee's personnel file. If the response was written by the Association, it will be placed in the employee's personnel file only upon presentation of written authorization by said employee.
- C. The Association may call meetings in an approved school location that is under the jurisdiction of the Board before or after regular hours when the building is normally open and custodial staff is available on a non-overtime basis, provided such meetings do not conflict with other scheduled activities or programs. Request for use of school facilities must be made to the Building Principal at least two (2) days prior to the meeting date.

ARTICLE XXI
ASSOCIATION RIGHTS

- A. The Board agrees to provide space on a bulletin board in each school that the Association may utilize for the purpose of posting appropriate notices of Association business.
- B. The Board shall provide each employee with access to an electronic copy of the contract within thirty (30) days after the signing of this Agreement. New employees shall be provided with access to a copy of the Agreement upon hire.

ARTICLE XXII
GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a claimed violation, misinterpretation or misapplication of a specific provision 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. Grievances may be submitted only by employees covered by this contract (whether or not they are members of the Association) or the Association. "Grievant" shall mean an individual unit member or the Association, if a grievance affects a class or group of unit members or the Association as a whole.
- B. Any grievance not initiated or taken to a higher step in the grievance procedure in accordance with the time limitations below shall be deemed waived, or settled on the basis of the last decision rendered by

the Board's representative and shall not be subject to further processing. However, any of those time limits may be reduced or extended by written agreement.

C. "Days" shall mean work days.

D. Procedure:

Step One: Any grievant who feels she/he may have a grievance is encouraged to first discuss the grievance with the school principal or immediate supervisor with the objective of resolving the matter. If unresolved, within fifteen (15) days after the employee first knew or should have known of the occurrence which gave rise to the grievance, the employee must present the written statement of the grievance to the school principal or immediate supervisor setting forth the specific section(s) of the Agreement alleged to have been violated, misinterpreted or misapplied and the remedy requested. If the grievance is not filed within the time limit prescribed above, then the grievance shall be deemed to be waived. Within ten (10) days after the school principal receives such written grievance, she/he or her/his designated representative shall give the employee her/his answer in writing.

Step Two: If the grievant is not satisfied with the disposition of the grievance at Step One, she/he may submit the grievance to the superintendent of schools, or her/his designee, in writing, within seven (7) days of the answer at Step One. After receipt of the written grievance, the Superintendent or her/his designee shall meet with the aggrieved member of the unit and the President of the Association or her/his designee for the purpose of resolving the grievance. The Superintendent of Schools or her/his designee shall render a written decision to the employee within ten (10) days of receipt of the grievance.

Step Three: If the grievant is not satisfied with the disposition of the grievance at Step Two, she/he may submit the grievance to the Board of Education through the Superintendent in writing, within ten (10) days of the answer at Step Two. After receipt of the written grievance by the Board of Education, the Board or a subgroup of the Board consisting of at least three (3) Board members shall meet with the aggrieved member of the unit and the President of the Association or her/his designee within thirty (30) days of receipt of the grievance for the purpose of resolving the grievance. The Board of Education or such subgroup shall render a written decision to the grievant within thirty (30) days of the meeting.

Arbitration: In the event the parties are unable to settle the grievance as outlined above, the written grievance may be submitted by the Association to arbitration. Any request for arbitration of a grievance must be made in writing by the Association and must be filed with the Board or the Superintendent's office on behalf of the Board within ten (10) days from the date of the written response to the grievance by the Board. If the parties are unable mutually to agree upon an arbitrator within the next five (5) days, the Association may submit the grievance to the American Arbitration Association, in accordance with its rules and procedures of dispute resolution. The arbitrator shall hear and decide only one (1) grievance in each case. However, the arbitrator may, by mutual consent of the parties hear more than one (1) grievance at a time. The arbitrator shall have no power to add to, subtract from or modify in any way the provisions of this Agreement. All expenses and fees of the arbitrator and AAA shall be borne equally by the parties.

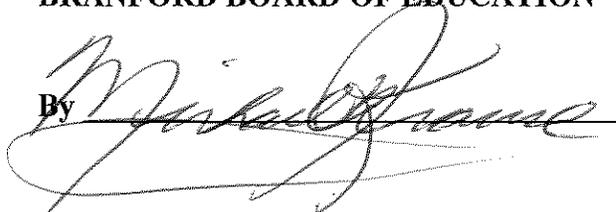
ARTICLE XXIII

DURATION

The Board and the Association agree that this Agreement shall be in full force and effect from, and be retroactive to, July 1, 2017 through June 30, 2021.

BRANFORD BOARD OF EDUCATION

9/23/16
Date

By 

**BRANFORD ASSOCIATION OF SUPPORT STAFF
("BASS")**

September 19, 2016
Date

By 

**APPENDIX A
PAY SCHEDULES***

Initial Wage Rate

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
Grade Level				
1	\$16.82	\$17.24	\$17.71	\$18.22
2	\$17.57	\$18.01	\$18.51	\$19.05
3	\$18.17	\$18.62	\$19.13	\$19.68
4	\$22.76	\$23.33	\$23.97	\$24.67
5	\$23.20	\$23.78	\$24.43	\$25.14

Maximum Job Wage Rate

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
Grade Level				
1	\$20.18	\$20.68	\$21.25	\$21.87
2	\$21.07	\$21.60	\$22.19	\$22.83
3	\$21.81	\$22.36	\$22.97	\$23.64
4	\$27.57	\$28.26	\$29.04	\$29.88
5	\$27.90	\$28.60	\$29.39	\$30.24

*Grade level positions are described in Article XVIII Layoff (Reduction in Force) Involuntary Transfer.

The Pay Schedules above reflect a general wage increase of:

- 2.5% in 2017-18
- 2.5% in 2018-19
- 2.75% in 2019-20
- 2.9% in 2020-21

APPENDIX B



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'll have access to personalized services and online tools to help you reach your health potential.

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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 2016, contributions can be made to your HSA up to the following:
 \$3,350 individual coverage
 \$6,750 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

Earn Rewards

If you do this:

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

You can earn:

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

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

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

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**

\$2,000 individual coverage
 \$4,000 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	Out-of-Network Providers
\$ 5,000 individual coverage	\$ 5,000 individual coverage
\$ 6,850 family coverage	\$10,000 family coverage

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

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



Lumenos HSA Plan Summary

Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA 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.

To receive funds earned through Healthy Rewards, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

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 vision, hearing, 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.



Lumenos HSA Plan Summary

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 for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- 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
- Durable Medical Equipment

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 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- Physical, speech and occupational therapy and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

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

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

Retail (30 day supply)	Mail Order (90 day supply)
\$10 Tier 1 copayment	\$20 Tier 1 copayment
\$25 Tier 2 copayment	\$50 Tier 2 copayment
\$40 Tier 3 copayment	\$80 Tier 3 copayment

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

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.

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



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.

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. * Registered marks Blue Cross and Blue Shield Association. * LUMENOS is a registered trademark.

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



Employer/Group: BRANFORD BOARD OF EDUCATION

Firm Division: 800537 - BRANFORD BOE
Benefit - 38495

DENTAL FLEX

Description of Benefits	You Pay:
Annual Deductible (<i>individual/family</i>)	\$25.00/\$75.00
Annual Maximum (<i>per member per calendar year</i>)	\$1,250.00
Lifetime Orthodontic Maximum (<i>per member</i>)	Does not Apply

Diagnostic & Preventive Services

<ul style="list-style-type: none"> - Periodic evaluations - Initial evaluation - Cleanings, 2 per year - Fluoride treatments to age 19 - Space maintainers to age NONE - X-rays - Emergency Palliative treatment 	No Charge
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Basic Services

<ul style="list-style-type: none"> - Fillings - Repair Bridge - Repairing and relining of dentures - Endodontics including but not limited to root canal therapy - Oral surgery - Simple and surgical extractions - Recement crown - Recement bridge - Periodontics 	20%, after deductible
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Major Services

<ul style="list-style-type: none"> - Prosthodontics including but not limited to bridework, partial and full dentures - Crowns - Inlays - Onlays - Bridges - Post and core 	50%, after deductible
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Accessing Benefits:

Participating Dentists Benefits: When a member receives care from one of our participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all

covered services. For dental care provided by a Participating Dentist, we will pay the lesser of Dentist's usual charge or maximum allowable amount as determined by Anthem BCBS. The participating Dentist will accept Anthem BCBS's payment in full and make no additional charge to the member, except as otherwise specified in the member's certificate of coverage.

Non-Participating Dentists Benefits: Anthem BCBS will pay the maximum allowable amount as determined by Anthem BCBS. The member is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.

Dental claims should be submitted to Anthem BCBS Dental, P.O.Box 547, North Haven CT 06473.

Principle Limitations and Exclusions

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

This is not a legal policy or contract. It is only a general description of your benefits. If there are discrepancies between the Certificate of Coverage and this summary, the Certificate of Coverage shall control.