

COLLECTIVE BARGAINING AGREEMENT

By and Between

Ansonia Board of Education

and the

TEAMSTERS LOCAL UNION NO. 677
Ansonia BOE Food Service Employees

July 1, 2017 through June 30, 2020

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AGREEMENT
BETWEEN
THE ANSONIA BOARD OF EDUCATION
AND
TEAMSTERS LOCAL UNION NO. 677
THE ANSONIA FOOD SERVICE EMPLOYEES

This Agreement is by and between the Ansonia Board of Education, hereinafter referred to as the "Board" and the Ansonia Board of Education Food Service Employees, Teamsters Local Union No. 677, hereinafter referred to as the "Union."

ARTICLE I
RECOGNITION

The Board of Education agrees to, and does hereby, recognize Union as the bargaining representative for all full-time and part-time food and cafeteria employees working fifteen (15) or more hours per week except those excluded by the Municipal Employees Relations Act, for the purpose of collective bargaining with respect to wages, hours and 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 exclusive right, responsibility and prerogative to manage and direct the operations of the Ansonia Public Schools, in all its aspects, including but not limited to the following rights:

- A. To create, abolish or maintain programs and activities, as in the judgment of the Board will best serve the interests of the Ansonia Public Schools.
- B. To decide upon the need, type and number of personnel, facilities, buildings, lands, apparatus and other property within its control.
- C. To employ, assign, transfer, hire, fire, promote, demote, layoff and discipline employees and to prescribe and enforce reasonable rules and regulations for the performance of work and to maintain discipline.
- D. To prescribe schedules and procedures used to operate the schools.
- E. In general, to control, supervise and manage the operations of the Ansonia Public Schools and to establish or continue policies, practices and procedures for the conduct of Board business and the management of its operations, and from time to time, to change or abolish such policies, practices or procedures with written notice to the employees.
- F. To take any action necessary in order to maintain the efficiency of the Ansonia Public Schools including the use of video surveillance cameras provided that the Board may not install surveillance cameras in any break rooms or in places where employees regularly take their breaks. Cameras installed will not have audio and will only be reviewed if

management has reasonable grounds to suspect misconduct or to review an accident. Management will comply with all applicable State laws with regard to using surveillance cameras.

For matters concerning the use of camera footage for discipline, the Union shall have access to the video no later than 48 hours before discipline is invoked.

- G. To determine the methods, means, manner and personnel by which services shall be rendered.
- H. To decide the location, number and layout of school cafeterias, the processes of production, and the preparation of menus.
- I. To determine or modify the work schedules and qualifications of employees, to determine or modify job content and description, starting and quitting time and the number of hours to be worked; provided, this provision shall not be used to cause a material diminution in the number of current full-time workers relative to the number of part-time workers.
- J. To contract out and/or privatize any and all bargaining unit work provided it is in the best interest of the Ansonia Public Schools to do so; provided further that should the Board subcontract with a third party to run the cafeteria program, it shall require the vendor to first make offers of employment at comparable wages to bargaining unit members and shall bargain with the Union regarding any other impact.

These rights, responsibilities and prerogatives are inherent in the Board, unless specifically abridged or superseded by any provision of this Agreement.

ARTICLE IIIA UNION SECURITY

- A. All present employees of the bargaining unit who are members of the Union on the effective date of this Agreement may remain members of the Union in good standing by the payment of their regular monthly dues on or before the last day of each month. All future employees subsequently hired or transferred into the bargaining unit may become members of the Union in good standing by the payment of the required initiation fees and regular monthly dues of the Union on the thirty-first (31st) day of employment in the bargaining unit. In addition to the dues required for membership pursuant to the Union's constitution, members of the Union shall also submit payment to the Union of Administrative dues in the amount of five cents (\$0.05) per hour for each hour worked, or paid, not to exceed two dollars (\$2.00) per week. This obligation commences on the 31st day following the employee's date of hire.

ARTICLE IIIB VOLUNTARY CHECKOFF

- A. The Employer agrees to deduct regular monthly dues, administrative dues, and initiation fees or regular monthly agency fees, whichever are applicable, from the wages of all bargaining

unit employees covered by this Agreement for whom a written authorization form, voluntarily signed by the employee, is received and agrees to remit all such deductions to the Union. Dues deductions shall be made from the first payday each month. The Union shall advise the Employer in writing of the appropriate deductions for agency fees, or any change in dues, at least 30 days in advance.

- B. The Union shall hold the Board harmless from any claim, demand, or lawsuit that may be brought by any party in connection with this Article, including, but not limited to, reasonable attorney's fees and other costs of defense.

ARTICLE IV HOURS OF WORK

- A. Employees will normally work the student school year. The normal workweek shall consist of student school days scheduled days -- Monday through Friday -- subject to the Board's right to make changes in accordance with Article II, Section I.
- B. The work schedule shall be determined by the Superintendent of Schools or his/her designee, hereinafter referred to as the "Superintendent". Work assignments and schedules shall be communicated to employees in August each year. These assignments and schedules may be subject to change based upon the needs of the school system.
- C. Full-time bargaining unit employees currently work seven (7) hours per day, thirty-five (35) hours per week. These hours are subject to the Board's right to make changes in accordance with Article II, Section I.
- D. Part-time bargaining unit employees currently work four (4) hours per day, twenty (20) hours per week. These hours are subject to the Board's right to make changes in accordance with Article II, Section I.
- E. Time and one-half (1.5) will be paid for all time worked in excess of eight (8) hours per day or forty (40) hours per week.
- F. Overtime opportunities which are not a continuation of work commenced during the regular workday shall be distributed equally on a rotating basis provided the employee is qualified. The rotation list shall be posted at each school on the Union bulletin board. The list shall be updated with each rotation. The employee shall be paid his/her regular hourly rate for any such work.

ARTICLE V SENIORITY

Seniority shall be determined by the continuous length of service with the Board for employees hired before July 1, 2002. For employees hired on or after July 1, 2002, seniority shall be defined as the length of continuous service with the bargaining unit. Seniority shall only be broken by discharge for just cause, voluntary resignation, unauthorized leave of absence or retirement. The Union president shall have top seniority with respect to layoff and recalls.

ARTICLE VI SAFETY

Each kitchen will have a fully stocked first aid kit and an eyewash station. The Board will restock the first aid boxes at all locations on a regular basis. However, upon written notice to the Director of Food Services, that the first aid box has been depleted or the items contained therein have expired the Director of Food Services shall, in a reasonable amount of time, not to exceed two (2) weeks, restock the missing or expired safety item.

ARTICLE VII PROBATION

All new employees shall be hired on a seventy-five (75) days worked trial basis and shall work under the use provisions of this Agreement. During this time, they may be discharged by the Board for cause and without access to the grievance procedure. After the seventy-five (75) days worked trial period, they shall be placed on the seniority list as regular employees in accordance with the date the employee first began working. The Board and Union may agree, in writing, to extend the probation period in certain circumstances. Such circumstances shall be determined on a case-by-case basis and only will occur by mutual agreement of the parties.

ARTICLE VIII PROMOTION AND VACANCIES

- A. Vacancies in bargaining unit positions shall be posted for at least five (5) workdays on the Board's web site and at each school where bargaining unit employees are assigned to work. Vacancies occurring during the summer vacation will be posted on the Board's web site only. A copy of the posting shall also be delivered to the Union Steward.
- B. Bargaining unit employees interested in the position shall submit a written bid within the period specified in the notice of the vacancy. Vacancies shall be filled based on qualifications and shall be awarded to the most qualified applicant.
- C. The qualifications that shall be considered for promotions to positions directly involved in food preparation are as follows:
 - The ability to cook and prepare foods in a safe manner as required by law and/or food industry standards;
 - Training in food handling, sanitation and health and safety procedures.
- D. The Board may first consider bargaining unit members; provided doing so on any one or more instances, shall not be deemed a waiver of the Board's right to consider outside candidates for any other vacancy.
- E. If an outside applicant and a bargaining unit applicant are equally qualified, then the bargaining unit applicant shall be awarded the position. If two (2) bargaining unit

applicants are equally qualified, then the bargaining unit applicant with the greatest seniority shall be awarded the position.

- F. Any disputes as to qualifications shall be subject to the grievance procedure.
- G. Prior to filling any vacancies, the Board may first consider requests for a lateral transfer provided, however, the Superintendent shall have the right to deny any request for a lateral transfer if he/she deems doing so is in the best interest of the school system.
- H. In the event of a temporary vacancy in a Site Manager or Cook position at any work site, the senior certified employee in the next lower classification at the work site who is qualified shall fill the vacancy and be paid as if promoted to the position for all hours worked in the higher-level capacity.

ARTICLE IX LAYOFF AND BUMPING

Section 1

For layoff and bumping purposes, seniority shall be defined as the continuous length of service with the Board for employees hired before July 1, 2002. For employees hired on or after July 1, 2002, seniority shall be defined as the length of continuous service with the bargaining unit.

Section 2

Employees who have been laid off shall be permitted to bump the least senior employee in any lower classification if he/she is qualified to perform the work. For purposes of this provision, the ranking of classifications shall be as follows: site manager, cook, driver, food service/office assistant and food service worker.

ARTICLE X RECALL

Recall rights shall continue for a period of twelve (12) months following layoff, or for the length of the employee's service, whichever is less, and shall terminate upon refusal of an offer of reemployment. Failure to respond to a recall offer within seven (7) calendar days following the mailing of a notice of recall rights, by Certified Mail, to the last known address, shall constitute a refusal of an offer of re-employment.

ARTICLE XI TRAINING

The Board shall schedule voluntary "Serve Safe" training once per year for employees to attend while off-duty, provided that at least five (5) employees sign up for the training. In the event, there are less than five (5) employees not certified in Serve Safe training, or who need recertification, the Board shall consider training requests on a case-by-case basis.

ARTICLE XII

SALARY

- A. Effective and retroactive to July 1, 2017, employees shall be paid according to the following schedule:

Site Manager	\$20.47
Cook	\$22.41
Driver	\$21.94
Food Service/Office Assistant	\$15.10
Food Service Worker	\$13.12
Utility Food Service Worker	\$13.12

- B. Effective July 1, 2018 shall be paid according to the following schedule:

Site Manager	\$20.77
Cook	\$22.71
Driver	\$22.24
Food Service/Office Assistant	\$15.40
Food Service Worker	\$13.52
Utility Food Service Worker	\$13.52

- C. Effective July 1, 2019 employees shall be paid according to the following schedule:

Site Manager	\$21.07
Cook	\$23.01
Driver	\$22.54
Food Service/Office Assistant	\$15.70
Food Service Worker	\$13.92
Utility Food Service Worker	\$13.92

ARTICLE XIII

HEALTH AND WELFARE BENEFITS

- A. The following insurance benefits will be made available to each full-time bargaining unit member. Employees may purchase at their full cost dependent coverage by paying the applicable COBRA rate.
1. HDHP Health Insurance Plan as described in Appendix A. Prescription Coverage with the following in deductibles and coverage:
 - Deductible of One Thousand Five Hundred Dollars (\$1,500) for single and Three Thousand Dollars (\$3,000) for two-person and family coverage. In and out-of-network benefits share the same deductible. For out-of-network the member will have an additional responsibility for 20% of the cost of services

after deductible until the cost share maximum ("CSM") reaches \$3,000 single (includes deductible) and \$6,000 family (includes deductible).

2. Dental Insurance as described in Appendix B.
 3. Group term life insurance for accidental death and dismemberment in the amount of ten thousand dollars (\$10,000).
- B. The Board, at its sole discretion and consistent with its inherent management rights, may substitute carriers or self-fund provided the replacement plan is substantially equivalent on an overall basis.
- C. Effective July 1, 2017 fulltime employees shall contribute twenty (20%) percent of the cost of the premium towards the High Deductible Health Plan, which shall be the core health insurance coverage. Employee contributions shall be paid through an Internal Revenue Code §125(a) plan.

The Board will contribute fifty percent (50%) of the applicable single person deductible amount into the employee's established Health Savings Account ("HSA").

The Board's contribution toward the deductible will be made in two (2) separate installments on or about July 1st and January 1st in each contract year.

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

- D. All new part-time employees shall be eligible for the above insurances but will be responsible for paying one hundred percent (100%) of the premium cost. Part-time employees hired prior to July 1, 2014 shall be eligible for the above insurance on a pro rata basis; for instance, if an employee regularly works 20 hours, the Board shall pay four-sevenths of the amount it is required to pay for a full-time employee.
- E. Employees who are not eligible for an HDHP/HSA can participate in a Health Reimbursement Account (PIRA) with the Board providing the same contributions towards reimbursement as in the HSA. The parties acknowledge that the Board's contribution toward the funding of the HSA and/or HRA, plans is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees.
- F. The Board annually will provide an opportunity for employees to obtain a flu shot without cost so long as the Board continues to provide flu shots to other employees. Employees will have to comply with any and all directions necessary to obtain the flu shot including, but not limited to, completing any and all necessary waivers or health forms/documentation; presenting a valid insurance card; and any other reasonable requirements which are necessary to receive the flu shot. Any employee who does not

comply with the requirements herein may be denied the opportunity to receive the shot.

ARTICLE XIV LEAVES OF ABSENCE

Section 1- Sick Leave

- A. Each employee shall be entitled up to nine (9) days of paid sick leave for the year. Unused sick leave shall be cumulative up to sixty (60) days.
- B. The Board may require satisfactory proof of illness after a staff member is absent for three (3) consecutive school days or the day prior to and/or after a vacation on account of illness.
- C. Sick leave may be used in hourly increments.
- D. Sick days may be used for personal illness or for illness of immediate family members that lives within the employee's household. It is understood that this language will be applied consistent with applicable federal FMLA provisions as necessary.

Abuse of Sick Time Guidelines

For purposes of identifying an abuse of sick time, it is understood that it can be a subjective decision and there will be exceptions based on relevant factors, including but not limited to, number of occurrences and past attendance history. For example, an extended one-time illness of 15 sick days may not be considered an abuse of sick time if a doctor's note is provided and the employee's prior record does not indicate a pattern of such behavior.

Abuse of sick time will be determined by the employee's immediate supervisor.

If an employee is notified, in writing, that there is an abuse of sick time, the employee will be required to bring in a doctor's note after each sick occurrence.

Once the employee's sick time record improves for six (6) months and there is no longer considered to be an abuse of sick time, the employee will return to the normal requirement of three (3) days before having to provide a doctor's note.

Beyond the above guidelines for abuse of sick time, employees whose sick time is excessive may also be subject to disciplinary action.

Section 2 - Funeral Leave

Employees shall be entitled to the following funeral leave with pay:

- A. Death of a spouse, child, step-child, parent - five days

- B. Death in the immediate family - two (2) days; (immediate family is defined as sibling, grandparent, parent-in-law, sibling-in-law, child-in-law, aunt, uncle and grandchild).

Section 3 - Personal Days

- A. Effective July 1, 2018, employees shall be entitled to two (2) personal day per school year 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.
- B. The employee must request the leave in writing (Board 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 fiscal 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.

Section 4 - Holidays

The Board shall provide a full day's pay (based on the number of hours the employee is regularly scheduled to work) at the employee's rate of pay for the following holidays:

Until January 1, 2018, the Board shall provide a full day's pay at the employee's rate of pay on the following four holidays: (1) Labor Day; (2) Thanksgiving Day; (3) Day After Thanksgiving; and (4) Christmas Day.

Effective January 1, 2018, the Board shall provide a full day's pay at the employee's rate of pay for the following five holidays: (1) Labor Day; (2) Thanksgiving Day; (3) Day After Thanksgiving; and (4) Christmas Day; and (5) Christmas Eve.

Effective January 1, 2019, the Board shall provide a full day's pay at the employee's rate of pay for the following six holidays: (1) Labor Day; (2) Thanksgiving Day; (3) Day After Thanksgiving; and (4) Christmas Day; and (5) Christmas Eve; and (6) Memorial Day.

Section 5 – Jury Duty

In the event that an employee is called for jury duty, the board shall pay such employee an amount sufficient to guarantee no loss of income on account of such absence from work. The employee must present proof of attendance and jury payment from the Court in order to receive this differential. Employees will not have to work

ARTICLE XV UNION RIGHTS

- A. The Union may call meetings in each school before or immediately after school upon twenty-four (24) hours notice to the Food Service Director. No meetings shall be scheduled so as to interfere with regular assignments or school operations.

- B. The Board agrees to make an electronic copy of this Agreement available to employees. One hard copy shall be provided to the Union so that the Union may distribute it.
- C. Board shall place bulletin boards in the office/service area in the cafeteria of each school for the use of the Union.

ARTICLE XVI PERSONNEL FILES

- A. Employees shall have the right, during regular office hours, to schedule an appointment to inspect their own personnel files (except with respect to information obtained in the course of the hiring process) and, once per year, to make a copy of and/or 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.
- B. A file may be updated at the request of an employee and with the agreement of the Superintendent.

ARTICLE XVII DISCIPLINE AND/OR DISCHARGE

- A. The Board shall not discharge, suspend without pay, or otherwise discipline employees except for cause.
- B. Disciplinary action may include, but is not limited to: (a) verbal warning, (b) a written warning, (c) suspension without pay, and (d) discharge.
- C. In the case of written or oral warnings, if there is no recurrence of the same incident within two years of the issuance of the warning, the warning shall not be referred to in future disciplinary proceedings. Except where warranted, the Board agrees to follow principles of progressive discipline.

ARTICLE XVIII GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

A "grievance" is any claim of a violation, misinterpretation or misapplication of the terms of this Agreement. A "grievant" is any bargaining unit employee, group of employees or the Union filing a grievance. Grievances shall be settled as follows:

Step 1: Director of Food Service

The grievant may meet informally to discuss the grievance with the Director of Food Service within ten (10) workdays from the date of the event giving rise to the Grievance Occurrence.

Step 2: Superintendent or Designee

If a satisfactory resolution is not affected within ten (10) workdays from the date it was discussed with the Food Service Director, the Union may submit the grievance in writing to the

Superintendent or his/her designee to attempt to resolve the grievance. Within five (5) workdays of receipt of the written grievance, the Superintendent shall meet with the grievant and the Union representative and attempt to resolve the grievance. Any agreement settling the grievance shall be reduced to writing and signed by both parties.

Step 3: Board

If the grievance is not resolved by the decision of the Superintendent, or after ten (10) workdays, the Union may appeal the grievance to the Board, or a subcommittee thereof, to attempt to resolve the grievance. Any agreement settling the grievance shall be reduced to writing and signed by both parties.

Step 4: Arbitration

If Steps 1 through 3 have been complied with and settlement of the grievance has not been effected: only the Union may process the grievance to arbitration by submitting it to the American Arbitration Association within ten (10) workdays of the decision of the Board, with a copy to the Superintendent.

Section 2

The arbitrator shall have no power to add to, subtract from, amend, alter or delete any provision of the Agreement. The decision of the arbitrator shall be final and binding upon both parties in accordance with Connecticut law.

Each grievant(s) must sign the grievance form and must appear at each level, up to the arbitration level.

The Parties agree that the timelines expressed in this contract may not be extended, waived, tolled or otherwise modified without the express written agreement of the Union and Board.

ARTICLE XIX PENSION

For informational purposes only, effective July 1, 2014, full time bargaining unit members who are eligible may enroll in the City of Ansonia Pension Plan, subject to Plan eligibility requirements, and City approval.

Employees will be eligible for the employer match up to 50% of each 4% contributed to the Plan.

ARTICLE XX SCHOOL CLOSINGS

- A. If during the school year, the schools within the school district shall be closed due to emergency or inclement weather, the employees covered by this Agreement shall have the right to utilize any personal days to which they may be entitled pursuant to the terms of this Agreement, for said days.

- B. In the event an employee decides to utilize his/her personal days in such a manner, the employee shall submit a written notification of said decision to the Superintendent on the next workday.
- C. If a school day is shortened due to an emergency or inclement weather, the Board agrees to pay the members of the bargaining unit their normal days' pay on days when lunch is served. For days when lunch is not served, they shall only be paid for hours actually worked with a minimum of three and one-half (3.5) hours for full-time and two (2) hours for part-time. Members will have option to use personal day.

ARTICLE XXI UNIFORMS AND IN GEAR

- A. Each year the Board shall provide three (3) shirts and three (3) pair of pants for each employee. Cooks shall receive long-sleeve chef coats instead of shirts. Hats shall be provided on an as needed basis. Employees will receive their uniforms by the first day of school provided the employees provide the director of food services with their sizes before the end of the prior school year.

The Board will annually pay up to \$50 for traction shoes for each employee. If the shoes selected by the employee cost in excess of \$50, the employee shall pay the difference. Employees will be required to wear traction shoes at all times. Effective July 1, 2019, the Board shall annually pay up to \$100 for traction shoes, with the employee being responsible for any amount in excess of \$100..

The Board shall consider reimbursement for wear replacement on a case-by-case basis. Reimbursement shall not exceed \$50.

- B. Foul weather gear (raincoat, boots, gloves) will be provided for the driver for work which must be performed under adverse weather conditions. Foul weather gear is to be used only during working hours and shall be kept on the school premises. One (1) thermal winter jacket shall be provided to the driver each year.

ARTICLE XXII UNION ACTIVITIES

- A. One (1) official Union representative shall have the right to process and represent an employee with grievance or problem at any time without loss of pay.
- B. No individual employee in the bargaining unit or representative of the Union, agent or employee of the Board may enter into any separate agreement or understanding which shall be inconsistent with the terms of the Agreement. Any such separate inconsistent agreement will not be binding upon the parties hereunto unless expressly adopted in writing and mutually agreed upon between the Board and the Union.
- C. A representative of the Union shall have reasonable access to the cafeterias for the purpose of conferring with employees within the unit. Where the Union representative finds it necessary to enter a cafeteria, he or she shall first telephone the school principal.

The Union representative shall also sign in and sign out as required by school policy. Such visits shall not interfere with the orderly and efficient operation of the cafeterias.

ARTICLE XXIII ENTIRE AGREEMENT

This Agreement contains all the terms, provisions and conditions negotiated by the parties and is to be in effect for the duration as set out herein or as extended by Connecticut law. The parties acknowledge that during the negotiation of this Agreement, each party had the right and opportunity to make proposals and demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set out in this Agreement, which is the entire agreement between the parties. This Agreement may be amended or modified only by the mutual written agreement of the parties, although it is understood and agreed that neither party may be required to negotiate any other, different or additional terms, provisions or conditions during the duration of this Agreement, except as required by the Municipal Employee Relations Act ("MERA").

No amendment to the Agreement shall be effective unless in writing signed by the parties.

ARTICLE XXIV SAVING CLAUSE

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.

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 XXV DRIVE DEDUCTION

The employer agrees to deduct voluntary contributions to the Democrat, Republican, Independent Voter Education Political Action Committee ("DRIVE") from the paycheck of all employees covered by this Agreement. DRIVE shall notify the Board of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all hours worked. The Board shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the Employee's Social Security Number and the amount deducted from that employee's check.

The Union agrees to indemnify the Board from any and all costs, including reasonable attorney's fees and to hold the Board harmless from and against any claims made against the Board resulting from the compliance with or obligations under the paragraph above, including but not limited to reimbursements for monies deducted in accordance with the paragraph above which are disputed by the employee. The Union, Drive and the Board further agree that all disputed

deductions are to be resolved among the Union, DRIVE and the employees themselves without the involvement of the Board.

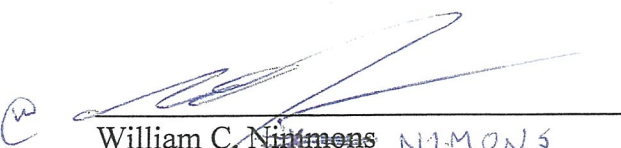
ARTICLE XXVI
DURATION

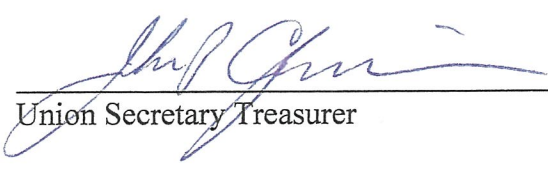
This Agreement shall be in full force and effective the date it is in effect until June 30, 2020. Negotiations for a successor Agreement shall commence in accordance with applicable law.

IN WITNESS WHEREOF, the parties hereto have set their hand

ANSONIA BOARD OF EDUCATION

TEAMSTERS LOCAL UNION NO. 677
Ansonia BOE Food Service Employees


William C. Nimmens
President


Union Secretary Treasurer

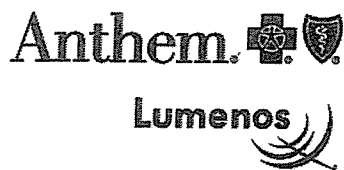

Union Business Representative

Date

8/21/2018

Date

8/21/18



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

[INSERT LUMINOS HDHP PLAN SUMMARY for \$1,500/\$3,000 HDHP Plan]

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 2018, contributions can be made to your HSA up to the following:

\$3,450 individual coverage

\$6,900 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.

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

APPENDIX A

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.

APPENDIX A

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)

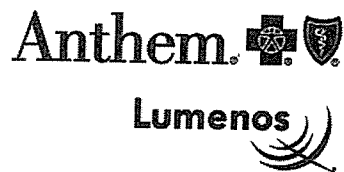
\$5 Tier 1 copayment
 \$35 Tier 2 copayment
 \$40 Tier 3 copayment

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.

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



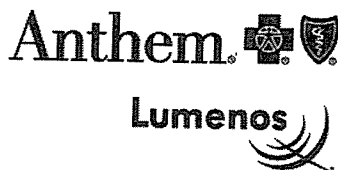
Lumenos HSA Plan Summary

APPENDIX A

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.

® Registered marks of the Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

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

APPENDIX B DENTAL SUMMARY

Your Summary of Benefits Ansonia Board of Education Anthem Dental Complete



WELCOME TO YOUR DENTAL PLAN!

This benefit summary outlines how your dental plan works and provides you with a quick reference of your dental plan benefits. For complete coverage details, please refer to your certificate of coverage.

Dental coverage you can count on

Your Anthem dental plan lets you visit any licensed dentist or specialist you want - with costs that are normally lower when you choose one within our large network.

Savings beyond your dental plan benefits - you get more for your money.

You pay our negotiated rate for covered services from in-network dentists even if you exceed your annual benefit maximum.

YOUR DENTAL PLAN AT A GLANCE		In-Network	Out-of-Network
Annual Benefit Maximum * Per insured person	Calendar Year	\$1,500	\$1,500
D&P applies to Annual Maximum		Yes	Yes
Annual Maximum Carryover		No	No
Orthodontic Lifetime Benefit Maximum * Per eligible insured person		\$2,000	\$2,000
Annual Deductible (The Deductible does not apply to Orthodontic Services) * Per insured person * Family maximum	Calendar Year	\$0 3X Individual	\$0 3X Individual
Deductible Waived for Diagnostic/Preventive Services		Yes	Yes
Out-of-Network Reimbursement Options:		Prime (MAC)	
Dental Services		In-Network Anthem Pays:	Out-of-Network Anthem Pays:
Diagnostic and Preventive Services * Periodic oral exam * Teeth cleaning (prophylaxis) * Bitewing X-rays: 2X per 12 months * Intraoral X-rays		100% Coinsurance	100% Coinsurance
Basic Services * Amalgam (silver-colored) Filling * Front composite (tooth-colored) Filling * Back composite Filling, Alternated to Amalgam Benefit * Simple Extractions		80% Coinsurance	80% Coinsurance
Endodontics * Root Canal		80% Coinsurance	80% Coinsurance
Periodontics * Scaling and root planing		80% Coinsurance	80% Coinsurance
Oral Surgery * Surgical Extractions		80% Coinsurance	80% Coinsurance
Major Services * Crowns		50% Coinsurance	50% Coinsurance
Prosthodontics * Dentures * Bridges * Dental implants Not Covered		50% Coinsurance	50% Coinsurance
Prosthetic Repairs/Adjustments		50% Coinsurance	50% Coinsurance
Orthodontic Services * Dependent Children Only*		50% Coinsurance	50% Coinsurance
			No Waiting Periods

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your certificate of coverage. In the event of a discrepancy between the information in this summary and the certificate of coverage, the certificate will prevail.

*Child orthodontic coverage begins at age eight and runs through age 18. This means that the child must have been banded between the ages of eight and 19 in order to receive coverage. If children are dependents until age 19, they can continue to receive coverage, but they must have been banded before age 19.

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APPENDIX B DENTAL SUMMARY



Emergency dental treatment for the international traveler

As an Anthem dental member, you and your eligible, covered dependents automatically have access to the International Emergency Dental Program.** With this program, you may receive emergency dental care from our listing of credentialed dentists while traveling or working nearly anywhere in the world.

** The International Emergency Dental Program is managed by DeCare Dental, which is an independent company offering dental-management services to Anthem Blue Cross Life and Health Insurance Company.

Finding a dentist is easy.

To select a dentist by name or location:

- Go to anthem.com/mydentalvision or the website listed on the back of your ID card.
- Call the toll-free customer service number listed on the back of your ID card.

TO CONTACT US:

Call	Write
Refer to the toll-free number indicated on the back of your plan ID card to speak with a U.S.-based customer service representative during normal business hours. Calling after hours? We may still be able to assist you with our interactive voice-response system.	Refer to the back of your plan ID card for the address.

Limitations & Exclusions

<p>Limitations – Below is a partial listing of dental plan limitations when these services are covered under your plan. Please see your certificate of coverage for a full list.</p> <p><u>Diagnostic and Preventive Services</u></p> <p>Oral evaluations (exam) Limited to two per Calendar Year</p> <p>Teeth cleaning (prophylaxis) Limited to two per Calendar Year</p> <p>Intraoral X-rays, single film Limited to four films per 12-month period</p> <p>Complete series X-rays (panoramic or full-mouth) Coverage Every 3 Years</p> <p>Topical fluoride application Limited to once every 12 months for members through age 18</p> <p>Sealants Limited to first and second molars once every 24 months per tooth for members through age 15; sealants may be covered under Diagnostic and Preventive or Basic Services.</p> <p><u>Basic and/or Major Services***</u></p> <p>Fillings Limited to once per surface per tooth in any 24 months</p> <p>Space Maintainers Limited to extracted primary posterior teeth once per lifetime per tooth for members through age 16; Space Maintainers may be covered under Diagnostic and Preventive or Basic Services.</p> <p>Crowns Limited to once per tooth in a seven-year period</p> <p>Fixed or removable prosthodontics – dentures, partials, bridges</p> <p>Covered once in any seven-year period; benefits are provided for the replacement of an existing bridge, denture or partial for members age 16 or older if the appliance is seven years old or older and cannot be made serviceable.</p> <p>Root canal therapy Limited to once per lifetime per tooth; coverage is for permanent teeth only.</p> <p>Periodontal surgery Limited to one complex service per single tooth or quadrant in any 36 months, and only if the pocket depth of the tooth is five millimeters or greater</p> <p>Periodontal scaling and root planing Limited to once per quadrant in 36 months when the tooth pocket has a depth of four millimeters or greater</p> <p>Brush Biopsy Not Covered</p> <p>***Waiting periods for endodontic, periodontic and oral surgery services may differ from other Basic Services or Major Services under the same dental plan.</p> <p>There is a waiting period of up to 24 months for replacement of congenitally missing teeth or teeth extracted prior to coverage under this plan.</p> <p>ADDITIONAL LIMITATION FOR ORTHODONTIC SERVICES</p> <p>Orthodontia Limited to one course of treatment per member per lifetime</p>	<p>Exclusions – Below is a partial listing of noncovered services under your dental plan. Please see your certificate of coverage for a full list.</p> <p>Services provided before or after the term of this coverage</p> <p>Services received before your effective date or after your coverage ends, unless otherwise specified in the dental plan certificate</p> <p>Orthodontics (unless included as part of your dental plan benefits) Orthodontic braces, appliances and all related services</p> <p>Cosmetic dentistry Services provided by dentists solely for the purpose of improving the appearance of the tooth when tooth structure and function are satisfactory and no pathologic conditions (cavities) exist</p> <p>Drugs and medications Intravenous conscious sedation, IV sedation and general anesthesia when performed with nonsurgical dental care</p> <p>Analgesia, analgesic agents, anxiolysis nitrous oxide, therapeutic drug injections, medicines or drugs for nonsurgical or surgical dental care except that intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.</p> <p>Extractions - Surgical removal of third molars (wisdom teeth) that do not exhibit symptoms or impact the oral health of the member</p>
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The in-network dental providers mentioned in this communication are independently contracted providers who exercise independent professional judgment. They are not agents or employees of Anthem Blue Cross Life and Health Insurance Company.

APPENDIX C

A. PRE-HIRE TESTING

Beginning July 1, 2014, any person who has been given a conditional offer of employment shall be subject to a urinalysis drug test. Upon obtaining a "NEGATIVE" from the urinalysis drug test shall the applicant shall be permitted to accept the position.

Should an applicant refuse the drug test, then their candidacy for the position shall be withdrawn from consideration.

Any applicant who fails or refuses a pre-hire drug test shall be prohibited from reapplying to any position with the Board of Education for a period of one (1) year.

B. POST ACCIDENT DRUG AND ALCOHOL TESTING

The Board of Education shall have the option to test for drug(s) and/or alcohol an employee for any occurrence of an on-the-job accident or injuries (post-accident testing) which requires hospitalization and/or emergency medical attention.

The supervisor shall determine whether to direct the employee to testing. A memorandum detailing in writing the specific facts, including (1) the name of the employee; (2) the date of the incident; (3) the nature of the incident/accident which formed the basis for their determining that the incident warranted the testing shall be prepared at the time of referral for testing.

The Board will provide transportation to the testing facility when the employee is being tested. The Board shall provide transportation for an employee to the employee's home when the employee tests positive under these procedures.

C. TESTING PROCEDURES

1. CONTROLLED SUBSTANCE TESTING PROCEDURE

Testing for drugs shall be conducted in accordance with Conn. Gen. Stat. § 31-51y.

For urine testing, two (2) samples will be taken. An employee whose drug or alcohol test results in a positive report may, within forty-eight (48) hours of receiving notification of such result, request in writing to the Superintendent of Schools that the second sample be made available for re-testing at a licensed or certified laboratory of the employee's choosing. The second sample shall be transferred to that laboratory in such manner as to ensure proper chain of custody. The second testing shall be at the expense of the employee. If the second testing provides a negative result, the Board shall reimburse the employee for all costs associated with the second testing.

2. ALCOHOL TESTING PROCEDURES

Alcohol testing is done by testing breath, using an Evidential Breath Testing Device ("BET"). A Blood Alcohol Content ("BAC") of 0.04 or greater indicates alcohol impairment. A BAC between 0.02 and 0.04 indicated likely alcohol impairment. A BAC less than 0.02 indicate no alcohol impairment.

If the initial test shows a reading less than 0.02 the test is recorded as "negative." If the initial test results indicated a BAC of 0.02 or greater, a confirmation test will be conducted after a fifteen (15) minute interval has passed to make sure that the sample was not tainted by recent use of food, tobacco, or other products. If the two results are different, the confirmation test will be controlling.

D. TAMPERING AND REFUSAL TO SUBMIT TO TESTING

Any alteration, switching, substituting or tampering with a test given under this Agreement by any employee shall be grounds for immediate discipline up to, and including, termination of employment.

The refusal by an employee to submit to a drug or alcohol screening test pursuant to the provisions of this Article including, but not limited to, failing to provide a urine sample or an inadequate sample within a three (3) hour period; failing to be or remain available for testing; or failure to cooperate in providing information needed in connection with the testing shall result in the employee's immediate suspension without pay and subsequent disciplinary action up to, and including termination.

C. CONSEQUENCES OF A POSITIVE TEST

Drug and alcohol abuse is a serious matter. However, because the Board of Education believes that punitive discipline will not remedy the problem at the root of the employee's abuse, an employee shall be provided a one-time-only chance to participate in rehabilitation either through the Employee Assistance Program or through the Employee's insurance carrier. The employee shall be placed on unpaid administrative leave with the option to use concurrently any accrued sick time, vacation time or personal time with this program in order to offset any financial loss.

The employee must provide periodic updates from his physician or counselor regarding his or her progress with rehabilitation as well as a tentative date of return.

Upon completion of counseling the employee may be subject to periodic, random drug testing for a period of one (1) year from the date of return.

Any subsequent positive test during the course of the employee's employment shall result in the immediate discharge of the employee.

**MEMORANDUM OF UNDERSTANDING
TO THE COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

ANSONIA BOARD OF EDUCATION

(EMPLOYEEER)

and

TEAMSTERS LOCAL 677

(UNION)

Access to Premises for D.R.I.V.E.

In addition to the terms and conditions contained in the above referenced collective bargaining agreement between the Employer and the Union, the Employer and the Union hereby further agree that:

Any official of the International or Local Union shall be permitted reasonable access to the employer's premises for the purpose of discussing DRIVE participation on the premises provided such access shall not interfere with the conduct of the employer's business.

FOR THE UNION: FOR THE EMPLOYER:

Sign: [Signature]

Title: Sec/Treas

Date: 8-21-18

Sign: [Signature] WILLIAM C. NIMONIS

Title: PRESIDENT BOE

Date: 8/21/2018

**MEMORANDUM OF UNDERSTANDING
TO THE COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

ANSONIA BOARD OF EDUCATION

(EMPLOYER)

And

TEANSTERS LOCAL 677

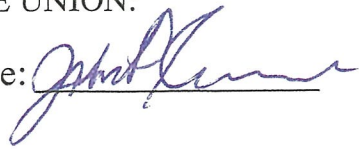
(UNION)

D.R.L.V.E. AUTHORIZATION AND DEDUCTION

In addition to the terms and conditions contained in the above referenced collective bargaining agreement between the Employer and the Union, the Employer and time Union hereby further agree that:

The employer shall deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a week basis for all weeks worked. The employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's check.

FOR THE UNION:

Signature: 

Title: Secretary-Treasurer

Date: 8/21/18

FOR THE EMPLOYER:

Signature: 

Title: President BOE

Date: 8/21/2018