

AGREEMENT

BETWEEN

ANSONIA BOARD OF EDUCATION

and

**ANSONIA FEDERATION OF
EDUCATIONAL PERSONNEL
AFT LOCAL NO. 3543, AFT-CT, AFL-CIO
(SECRETARIES/NURSES)**

JULY 1, 2023 THROUGH JUNE 30, 2027

TABLE OF CONTENTS

ARTICLE		PAGE
ARTICLE I	RECOGNITION	1
ARTICLE II	MANAGEMENT RIGHTS CLAUSE	1
ARTICLE III	FEDERATION RIGHTS	1
ARTICLE IV	HOURS OF WORK AND OVERTIME	2
ARTICLE V	HOLIDAYS	4
ARTICLE VI	VACATIONS	5
ARTICLE VII	SENIORITY	5
ARTICLE VIII	HEALTH AND WELFARE BENEFITS	6
ARTICLE IX	COMPENSATION FOR INJURY	8
ARTICLE X	PERSONAL LEAVE	8
ARTICLE XI	JURY DUTY	9
ARTICLE XII	DISMISSAL	9
ARTICLE XIII	LEAVES OF ABSENCE	10
ARTICLE XIV	SAVE HARMLESS CLAUSE	11
ARTICLE XV	CLASSIFICATIONS	11
ARTICLE XVI	GRIEVANCE AND ARBITRATION PROCEDURE	11
ARTICLE XVII	NURSES	13
ARTICLE XVIII	MISCELLANEOUS	13
ARTICLE XIX	DURATION	14
APPENDIX A	HIGH DEDUCTIBLE HEALTH CARE PLAN	15
APPENDIX B	WAGE SCHEDULES	22
APPENDIX C	LONGEVITY	23

This Agreement is made and entered into by and between the Ansonia Board of Education (hereinafter referred to as the "Board") and the Ansonia Federation of Educational Personnel, AFT Local No. 3543, AFT-CT, AFL-CIO (hereinafter referred to as the "Federation").

ARTICLE I RECOGNITION

Pursuant to elections held under the auspices of the Connecticut State Board of Labor Relations on January 7, 1976 and certification thereafter by said Board, the Board agrees to, and does hereby, recognize the Ansonia Federation of Education Personnel, AFT Local No. 3543, AFT-CT, AFL-CIO, as the bargaining representative for all employees engaged in clerical work, non-teaching nurses, cook-manager, library clerk and dental hygienist (excluding from the above unit the personal secretary to the Superintendent of Schools, part time employees working less than 20 hours per week and seasonal employees working twelve (12) weeks or less per fiscal year) for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

ARTICLE II MANAGEMENT RIGHTS CLAUSE

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

ARTICLE III FEDERATION RIGHTS

- A. **Notice of new employees:** Within ten days of hiring a new employee, the Board will notify the Union president or designee of the new employee and include in an editable digital file format the employee's name, job title, department, work location, work e-mail, work telephone number and home address.
- B. **Union Orientation:** The Union shall have the right to meet with newly hired employees within the bargaining unit, during regular working hours and without charge to the pay or leave time of the employees, for not less than thirty minutes nor more than one hour. The Board shall provide a space and time for the Union president or designee to meet with the new employee or employees within thirty calendar days after the date of hire.

- C. **Access to members and facilities:** The Union shall have (1) the right to meet with individual employees on the premises of the public employer during the workday to investigate and discuss grievances, workplace-related complaints and other workplace issues and (2) the right to conduct worksite meetings during meal periods and during other paid or unpaid breaks, and before and after the workday, on the employer's premises.
- D. **Use of electronic mail:** The Union shall have the right to use the electronic mail systems of the Board to communicate with bargaining unit members regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.
- E. **Dues deduction:** The Board shall deduct from union dues from the paycheck of any bargaining unit who signs and delivers to the Board a written form approved by the Union authorizing the Board to deduct Union dues from their salaries, or upon certification from the Union it has such written authorization from an employee. The Board will provide the Union with a copy of all membership cards or dues authorization forms it receives. The schedule of such deductions having been agreed upon by the Board and Union. All of the foregoing sums shall be forwarded to the Union within ten (10) days. Said forms shall continue in effect until such time as the Union provides written notice that said deductions are no longer authorized. Deductions may be revoked only pursuant to the terms of an employee's written authorization. The Union shall indemnify and save the Board harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken as a result of this Section in accordance with C.G.S. Sec. 31-40bb(j). In any such action the Board and the Union shall select the Board's counsel by mutual agreement.
- F. **Other rights:** Nothing herein shall be interpreted to limit or abrogate rights the Union has under the law.

ARTICLE IV HOURS OF WORK AND OVERTIME

- A. The basic work week shall consist of five (5) consecutive days - Monday through Friday.
- B. All overtime work must have prior approval of the Superintendent or his/her designee except in emergency situations where the Principal may authorize overtime.
- C. The basic workday shall consist of seven (7) hours per day for secretaries (except as set forth in J. below) and nurses and six and one-half (6½) hours for media center clerks.
- D. An employee shall be paid at one and one-half times his/her regular base rate of pay for all work performed by him/her on Saturday or Sunday.
- E. All time worked in excess of seven (7) hours per day shall be paid for as overtime at one and one-half times the employee's base rate of pay; provided, however, 11 month

secretaries who work 38 hours per week shall be paid overtime at time and one-half times the employee base rate of pay for all hours worked in excess of eight (8) hours per day.

- F. Each regularly assigned employee will have a fixed starting time which shall be determined by the Superintendent or his/her designee, based on the needs of the District.
- G. All employees will maintain their regular hours during the work year except that school secretaries, and nurses in the elementary, middle and secondary schools will attend evening open house parent conferences subject to the following conditions.
 - 1. They shall go home with the teachers and return in the evening at time and one-half (1½).
 - 2. In the schools where there are more than one (1) secretaries in the school office, one will leave with teachers and return in the evening, and the other(s) will work their normal workday. The most senior secretary will have the option to be the one to leave with the teachers and return in the evening. Should they choose not to, the next senior secretary in the school shall have the option. If none volunteer, the secretary with the least seniority shall be the one to leave early and come back in the evening. Time and one-half shall be paid for the time worked beyond the normal work day on parent teacher conference days.
- H. Nurses shall be available to work five (5) additional days before the start of school and five (5) additional days at the end of the school year for the purpose of completing the required paperwork.
- I. Members of the bargaining unit shall be paid a full day's wage on school days when there is an early dismissal or delayed opening. When school is closed on an emergency basis or for inclement weather, bargaining unit personnel will be released at the official closing of school. One member of the bargaining unit may be required to remain in the building for one (1) hour after school closing due to inclement weather on a rotating basis starting with the least senior employee. When school is canceled due to inclement weather prior to the start of the school day, secretaries will have a two (2) hour delay. Within the two (2) hours, the Superintendent may at his/her discretion, contact the Federation president to cancel the workday with full pay for secretaries. The president will then initiate the cancellation phone tree.
- J. School secretaries shall work eleven months per year. The work week for eleven month secretaries shall be 38 hours per week, which hours shall be paid at straight time notwithstanding paragraph E above. Notwithstanding the foregoing, one school secretary at the High School, one school secretary at the Middle School, one secretary at each of the Elementary schools,* and all Central Office secretaries shall work twelve months per year. In order to select the one High School, one Middle School, and one Elementary school* secretaries who shall work twelve months, the Board

shall first seek volunteers from each school by seniority. Such volunteers must be qualified to perform the work required. If the Board cannot fill these positions with volunteers, the least senior qualified secretary in each of the affected schools, shall be required to work twelve months.

*Notwithstanding the foregoing, the current 11 month secretaries at Mead Elementary School shall remain 11 month secretaries. Their vacations shall be staggered to ensure summer coverage. Once a vacancy occurs in one of the two (2) eleven month positions, the position shall become a 12 month position.

ARTICLE V HOLIDAYS

- A. The holiday schedule shall provide for a full day's pay at the employee's base rate of pay for fourteen (14) holidays or days celebrated as such, regardless of the day of the week upon which the holidays fall. The following holidays are included:

New Year's Day
Labor Day
Martin Luther King's
Birthday
Columbus Day
Lincoln's Birthday*
Washington's Birthday*

Veteran's Day*
Good Friday
Thanksgiving Day
Memorial Day
Day after Thanksgiving
Independence Day
Day before Christmas
Christmas Day

Presidents' Day* may be substituted for Lincoln's Birthday* and Washington's Birthday* at the sole discretion of the Board. In such case, each employee will receive a floating holiday to be taken on or after February 1 of the year in which President's Day is celebrated subject to the following restrictions: (1) the floating holiday shall be taken after 48 hours advance notice to the immediate supervisor; (2) the floating holiday shall not be used to extend any other three-day (or longer) holiday weekend; and (3) the Superintendent may, in his/her sole discretion waive any of the foregoing restrictions. Veteran's Day may be a school day at the sole discretion of the Board, in such case, each employee shall receive a floating holiday to be taken after Veteran's Day but before the end of the contract year, and will be subject to the same restrictions set forth for the President's Day Floating holiday.

- B. In order to be eligible for holiday pay, employees must work the last scheduled workday prior to and the next scheduled workday after such holiday, except in the case of illness substantiated to the satisfaction of the Superintendent or his/her designee or other approved absence.
- C. When a holiday falls in a week during which an employee is on vacation, he/she shall receive the holiday pay.

**ARTICLE VI
VACATIONS**

- A. The basic vacation periods with pay shall be as follows:
- | | |
|--|---------|
| 1. At 6 months | 3 days |
| 2. After 1 year | 2 weeks |
| 3. After 5 years | 3 weeks |
| 4. After 12 years | 4 weeks |
| 5. 20 years and over (applies only to employees who have 20 or more years as of 6/30/23) | 5 weeks |
- B. Eligibility shall be July 1st.
- C. Employees shall choose their vacation dates in order of seniority. It is understood that vacation schedules will not be in conflict with necessary office procedures.
- D. The Board shall post a vacation schedule by March 1. The vacation period for all employees shall be between July 1 and June 30. Vacation requests shall be submitted to the employee's supervisor and shall be subject to his/her approval, which approval shall not unreasonably be held. Changes in the vacation schedule may be made only by special approval of the Superintendent of Schools and such requests must be made at least ten (10) days prior to the requested change. Ten-month employees shall not schedule vacation on student school days. Ten (10) month employees may use vacation days to be paid for snow days.
- E. Employees may elect to carry over one (1) week of vacation to the following contract year. All other vacation days must be taken as earned and will not be carried over to the following contract year.
- F. Upon the death of an employee any and all accrued vacation time, as designated in 7.A hereinabove, and not taken by the employee as prescribed, shall be paid to the employee's immediate beneficiary or estate. Such payment shall be based on the employee's rate of pay at time of death.

**ARTICLE VII
SENIORITY**

- A. Seniority shall be determined by the total uninterrupted length of service in the school system as a member of the bargaining unit.
- B. Seniority shall not be broken by vacations, sick time, jury duty, suspension or any authorized leave of absence or any call to military service. Employees who resign voluntarily or who may be discharged shall lose all seniority.
- C. The principal factor in reduction in force, recall, bumping and vacancies is seniority, provided that the employee is qualified. Employees who have been laid off shall be permitted to bump the least senior employee within the same classification if they are qualified to perform the work. If there is no employee within the classification who has less seniority, the laid off employee shall be permitted to

bump the least senior employee in any lower classification if he/she is qualified to perform the work.

- D. Recall rights shall continue for a period of eighteen (18) months following layoff, or for the length of the employee's service, whichever is less (but in no case less than one year), and shall terminate upon refusal of an offer of re-employment. Failure to respond to a recall offer within seven calendar days following the mailing of a notice of recall rights to the last known address, shall constitute refusal of an offer of re-employment.
- E. If a vacancy occurs in a bargaining unit position it shall be offered to the most senior qualified candidate. The position shall be posted for at least five workdays at each school where educational personnel are employed.

ARTICLE VIII HEALTH AND WELFARE BENEFITS

A. Basic Plan

- 1. Sick leave shall be fifteen (15) days cumulative to 150 days for each eleven and twelve-month employee covered by this Agreement. Sick leave for ten month employees shall be twelve (12) days cumulative to 150 days
- 2. The Board annually will provide an opportunity for employees to obtain without cost:
 - a. Flu Shot
 - b. Chest X-Ray

B. Effective July 1, 2021, the following health and dental insurance coverage will be made available to each eligible employee:

- 1. A high deductible health insurance plan as described in Appendix A. Effective July 1, 2022, the deductibles shall be \$2500/\$5000, paid by the participating employee. The Board shall provide a health savings account for each participating employee. (see Appendix A)
- 2. Dental insurance summarized in Appendix A.

C.

- 1. Effective July 1, 2022, employees shall contribute zero percent (0%) of the cost of health and dental insurance.
- 2. Effective July 1, 2025, employees shall contribute one and one-half percent (1.5%) of the cost of health and dental insurance.
- 3. Effective July 1, 2026, employees shall contribute two and one-half percent (2.5%) of the cost of health and dental insurance.

D. Group Term Life Insurance - \$15,000 individual term life insurance (100% of premium paid by the Board).

- E. All employees who are subject to premium sharing, as a condition of enrollment in the foregoing program of health insurance, shall sign and deliver appropriate payroll withholding authorization forms to the Board, authorizing the withholding of the employee's share of insurance premiums from wages, salary and/or stipends. Failure to deliver timely withholding authorization forms shall result in exclusion from the insurance program. Upon receipt of a properly executed payroll withholding authorization form, the Board shall request reinstatement of insurance as soon as practicable, subject to any re-enrollment requirements of the insurance carrier.
- F. The Board shall implement and maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the employees' share of health insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Federation nor any employee shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the Salary Reduction Agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

G. **Change of Insurance Carriers**

The Board shall have the right to change insurance carriers and/or to self-insure in whole or in part in order to provide the insurance coverages, benefits and administration set forth above, and provided further that coverages which result from the change in carriers and/or self-insurance are equal to or better than the current plan on an overall basis.

The Federation shall be notified in writing prior to ninety (90) days of any intention to change carriers and/or self-insure and shall have a reasonable opportunity to review the proposed changes. Should the Federation and the Board disagree that the changes proposed will provide coverages substantially equal to or better than the coverages, benefits and administration described on an overall basis, the disagreements shall be subject to arbitration as set forth in Article XVI, Section D of this Agreement, before an arbitrator with experience and expertise in insurance matters. The Board and the Federation must agree upon the selection of any arbitrator. If no agreement can be reached, then the arbitrator will be appointed in accordance with the rules of the American Arbitration Association.

H. **Insurance Waiver**

Employees who participate in the health insurance plans offered by the Board from the start of the 2004/05 school year and who have continuously participated in the health insurance plans since that time may elect effective with the 2005/06 school year to waive, in writing, the health insurance coverage and in lieu thereof receive an annual payment of \$1,000 single; \$2,000 two person; \$2,500 family, from the Board for each year during which the employee continues to elect not to participate

in such coverage. Such annual payment will be issued with the last payroll installment for the school year. In order to receive such payment, an eligible employee must complete and submit a form provided by the Board indicating his/her intent not to participate in the Board's insurance coverage, no later than June 1 of each year. Such employees may elect to resume Board provided health insurance coverage upon written notice to the Board. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable insurance carrier. In such event, the employee shall only receive a pro-rated portion of the waiver stipend provided under this Section.

- I. Upon retirement (the time when the employee would be eligible for current pension benefits as defined by the City of Ansonia Pension Plan) each employee shall receive a lump sum payment equal to one quarter of her/his accumulated sick pay.
- J. Retirees will have access to insurance benefits at group rates subject to agreement by the appropriate carrier. **Option to Purchase Coverage:** Employees may purchase any additional coverage offered to other non-certified Board employees at the group rate. Upon retirement, with a minimum term of service of 10 years, at a minimum age of 55, bargaining unit members shall have the option to purchase insurance coverage at the group rate, subject to approval of the insurance carrier, until age 65, when they may purchase Blue Cross 65 or equivalent, if offered on a group basis by the Board.
- K. \$1,000 Life Insurance upon retirement (as defined by the City of Ansonia Pension Plan).
- L. Bargaining unit members who were not grandfathered into the City Defined Benefit Plan shall be eligible to participate in the City's 457/401(a) Plan.

ARTICLE IX COMPENSATION FOR INJURY

Any injury or physical disability due to the pursuit of an employee's occupation shall be compensated for in accordance with the Workers' Compensation law of the State of Connecticut.

ARTICLE X PERSONAL LEAVE

- A. **Personal Days:** Basic Plan consists of five days per year for twelve and eleven month employees, or four days per year for ten month employees.
 - 1. Personal days' leave will be granted on written request to the employee's supervisor or his/her designee for the following reasons:
 - a. Attendance at funerals;
 - b. Attendance at family weddings;
 - c. Attendance at family graduation or religious ceremony;

- d. Legitimate and necessary personal business not including travel for personal or family convenience (the type of business shall be expressed in general terms on the form provided by the Board);
 - e. Religious holidays;
 - f. Snow days, only when school sessions are canceled. All employees shall have this option.
- 2. All employees shall make all reasonable efforts to plan and conduct such personal business so that it does not conflict with assigned duties.
 - 3. Personal leave shall not be cumulative from year to year.

B. Funeral Leave:

- 1. Death of spouse, child, parent 5 days.
- 2. Death in immediate family 3 days each time (but in no event more than one day past the date of the funeral).
- 3. Immediate family includes: brother, sister, grandmother, grandfather, mother-in-law, father-in-law, stepchild, and grandchild.

**ARTICLE XI
JURY DUTY**

Any employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The employee who is called to fulfill this obligation shall be compensated at the full rate of pay with no deduction for the cost of a substitute. On the 6th day and days thereafter, the employee will sign over the compensation check for jury duty to the Board. The employee may request the Superintendent to seek a deferral from jury duty. A juror service certificate indicating that jury duty was served must be submitted in order to receive compensation under this provision.

**ARTICLE XII
DISMISSAL**

- A. Employees shall serve a 180 calendar day probationary period during which they may be dismissed with or without cause and without access to the grievance and arbitration provisions of this Agreement.
- B. The Board may immediately discharge, suspend without pay, or otherwise discipline employees for just cause. This shall not prevent dismissal or suspension for a single act of serious misconduct which constitutes just cause.
- C. All disciplinary notices must be in writing to the employee and to the Federation.

**ARTICLE XIII
LEAVES OF ABSENCE**

Subject to the approval of the Board, an employee may be granted a leave of absence without pay or benefits for no more than one (1) year (except as may be required pursuant to a Family and Medical Leave request) upon written request for the following reasons:

- A. Health reason upon written statement from a physician; any employee taking such a leave shall, upon request, submit to an examination by a physician retained by the Board for the purpose of making a determination that such a leave is necessary.
- B. Personal reasons.
- C. Maternity Leave: absence from work due to disability caused or contributed to by pregnancy and/or childbirth shall be treated the same as any other disability for the purposes of leave and paid time.
- D. Childrearing Leave:
 - 1. Employees may be entitled, upon written request submitted to the Superintendent, to a leave without pay for purposes of child-rearing. Such written notice shall be submitted to the Superintendent ninety (90) days prior to the commencement of such leave and shall be submitted prior to any taking of pregnancy leave as set forth above.
 - 2. The minimum period of such leave shall be the remainder of any school year in which any leave is taken pursuant to the pregnancy leave as set forth above or child-rearing leave, whichever shall occur first.
 - 3. The employee shall give the Superintendent written notice of his/her voluntary termination of such maternity and/or child-rearing leave at least ninety (90) days in advance of such termination. Upon voluntary termination of such leave, the employee shall receive the first vacant position for which he/she is qualified.
 - 4. An employee returning from maternity and/or child-rearing leave will be placed in the most appropriate assignment available.
 - 5. In the event the employee fails to accept employment in said offered available position(s), the obligation of the Board under this Section shall terminate.
- E. Family leave shall be permitted consistent with Federal and State law, unless additional benefits are expressly provided herein.
- F. Leaves taken pursuant to this Article shall, where applicable, be considered leave under the Federal Family and Medical Leave Act. Employees may be required by the Board to utilize any paid leave available during such leaves of absence.

**ARTICLE XIV
SAVE HARMLESS CLAUSE**

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

**ARTICLE XV
CLASSIFICATIONS**

The following are the classifications for positions in the school system:

- I. a. Account Secretary/Central Office
 b. Secretary to the High School Principal
 c. Special Education Secretary/Substitute Secretary to the
 Superintendent
 d. High School Student System Secretary
 e. Registration
 f. High School Guidance Secretary
- II. a. Central Office Secretary
 b. School Secretary
 c. Media Center Secretary
- III. Nurse/Health Personnel
- IV. Media Clerk/Secretary
- V. a. Account Manager
 b. Special Services Secretary

**ARTICLE XVI
GRIEVANCE AND ARBITRATION PROCEDURE**

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

A. STEP 1 - Informal Procedure

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

B. STEP 2 - Superintendent

If the matter cannot be resolved informally, the grievant or grievants must, within twenty (20) calendar days from the date on which the grievant knew or should have known of the act or condition complained of, present to the President of the Federation and to the

Superintendent, a written grievance specifying the nature of the grievance and the section of the contract that is claimed to have been violated. If a satisfactory adjustment is not effected with the Superintendent within ten (10) calendar days from receipt of the written grievance, such written grievance may proceed to Step 3.

C. STEP 3 - Board

If the matter cannot be resolved satisfactorily at Step 2, the employee may file the written grievance with the Board, or a committee thereof, within fourteen (14) calendar days from the failure to resolve the grievance at Step 2. The Board (or a committee thereof) shall schedule a hearing with the grievant and appropriate representatives of the Federation within twenty (20) calendar days from receipt of a request for such hearing. The Board (or a committee thereof) shall inform the grievant and the Federation Field Representative of its decision in writing within fourteen (14) calendar days following conclusion of the grievant's hearing. Any agreement settling the grievance shall be reduced to writing and signed by the parties.

D. STEP 4 - Arbitration

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

E. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the Federation and the appropriate administrator or Board representative.
2. If an employee does not file a grievance in writing within twenty (20) days after he/she knows, or should have known, of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
3. Failure by the grievant at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. Failure by the administrator/Board involved to render a decision within the specified time limits shall be deemed to be a denial of the grievance submitted.

**ARTICLE XVII
NURSES**

- A. The Board and Federation agree that every reasonable effort shall be made that nurses are provided equipment, adequate supplies, and a place for conducting necessary testing.
- B. Nurses shall receive an insurance allowance of up to \$440 to be used to purchase medical malpractice insurance for a four (4) year period. The employee shall provide proof of insurance coverage to the Board. Upon termination of employment, the policy will be canceled and the Board reimbursed the unused portion of the premium.
- C. One traveling nurse shall receive an annual stipend of \$300 for a car allowance. All other nurses who are required to use their vehicles for business travel shall be reimbursed at the published IRS mileage rate upon submission of a timely mileage report.
- D. Nurses shall be allowed to attend conferences, workshops, courses, etc., necessary for the taking of continuing credits in order to maintain their professional standards. Such conferences, workshops, courses, etc., shall be subject to the approval of the Superintendent or his/her designee. The Board shall pay or reimburse said nurses the necessary fees associated with attendance at said conferences, workshops, courses, etc.
- E. The Nursing Supervisor shall receive an annual stipend of \$2,750 for performing the duties of the Nursing Supervisor.

**ARTICLE XVIII
MISCELLANEOUS**

- A. Personnel covered by this Agreement shall be given the option to receive pay on an annualized basis in twenty-six (26) equal payments.
- B. Elementary secretaries who volunteer to work on teacher in-service days shall rotate such duties on the basis of seniority. In the absence of sufficient volunteers, teacher in-service duties shall be assigned to the secretary from the school in which such duties are required.
- C. The Board may provide 1 ½ in-service days for twelve month employees and the media clerk/secretary which are directly related to the employees' job responsibilities. Attendance at such in-service days shall be mandatory. Training for media clerk/secretaries shall be directly related to advancements in technology utilized in their positions. In-service training generally shall be provided at the direction of the school administration on the premises of the Ansonia Public Schools. All such in-service training shall be subject to authorization by the Superintendent and shall be subject to budgetary constraints.

- D. When a secretary's absence would result in a building not having a secretary, the Board may assign a secretary from another building to cover. The Board will first seek volunteers for coverage. If there are no volunteers, Secretaries will be assigned on a rotating basis, starting with the least senior Secretary. A Secretary covering in a higher classification will receive the pay of the higher classification for the duration of the coverage.

**ARTICLE XIX
DURATION**

This Agreement shall be effective July 1, 2023 and shall terminate on June 30, 2027. Nothing herein shall have retroactive effect (except wages) unless specifically stated in writing.

Dated at Ansonia, Connecticut the 15th day of August 2023.

For the Board

By: Richard Bshara

For the Federation

By: Vallu

Appendix A High Deductible Health Care Plan

Appendix A Health Insurance Summary



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.

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 2020, contributions can be made to your HSA up to the following:
\$3,650 individual coverage
\$7,100 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 Move 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

\$2,500 individual coverage
\$5,000 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
\$ 7,350 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.

Ansonia

Appendix A Health Insurance Summary



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 MetLife 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.

Ansonia
CGHSA4639 w inc Rx copays NGF (Eff. 07/16)

Appendix A Health Insurance Summary



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 - *see AIM FAQ
- 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 *see AIM FAQ
- Durable Medical Equipment
- Morbid Obesity

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 calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services are subject to an unlimited maximum 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)

\$10 Tier 1 copayment
\$40 Tier 2 copayment
\$50 Tier 3 copayment

Mail Order (90 day supply)

\$10 Tier 1 copayment
\$60 Tier 2 copayment
\$100 Tier 3 copayment

*See attached RX factsheet

*See attached AIM requirements

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 Treasury, we will update this summary of benefits. For more information, please call 1-800-224-4896.

Ansonia

Appendix A-Health Insurance Summary



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.

Ansonia

**AFT LOCAL NO. 3543, AFT-CT,
AFL-CIO (SECRETARIES/NURSES)
July 1, 2023 to June 30, 2027**

Appendix A-Dental Insurance 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	Calendar Year			
• Per insured person		\$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)	Calendar Year			
• Per insured person		\$0	\$0	
• Family maximum		3X Individual	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:	Waiting Period
Diagnostic and Preventive Services		100% Coinsurance	100% Coinsurance	No Waiting Period
• Periodic oral exam				
• Teeth cleaning (prophylaxis)				
• Bitewing X-rays 2X per 12 months				
• Intraoral X-rays				
Basic Services		80% Coinsurance	80% Coinsurance	No Waiting Period
• Amalgam (silver-colored) Filling				
• Front composite (tooth-colored) Filling				
• Back composite Filling, Alternated to Amalgam Benefit				
• Simple Extractions				
Endodontics		80% Coinsurance	80% Coinsurance	No Waiting Period
• Root Canal				
Periodontics		80% Coinsurance	80% Coinsurance	No Waiting Period
• Scaling and root planing				
Oral Surgery		80% Coinsurance	80% Coinsurance	No Waiting Period
• Surgical Extractions				
Major Services		50% Coinsurance	50% Coinsurance	No Waiting Period
• Crowns				
Prosthodontics		50% Coinsurance	50% Coinsurance	No Waiting Period
• Dentures				
• Bridges				
• Dental Implants Not Covered				
Prosthetic Repairs/Adjustments		50% Coinsurance	50% Coinsurance	No Waiting Period
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.

CT PCLG FI-Custom

**AFT LOCAL NO. 3543, AFT-CT,
AFL-CIO (SECRETARIES/NURSES)
July 1, 2023 to June 30, 2027**

Appendix A-Dental Insurance 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

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.

Diagnostics and Preventive Services

Oral evaluations (exam) Limited to two per Calendar Year

Tooth cleaning (prophylaxis) Limited to two per Calendar Year

Intraoral X-rays, single film Limited to four (4) per 12-month period

Complete series X-rays (panoramic or full-mouth) Coverage Every 3 Years

Topical fluoride application Limited to once every 12 months for members through age 18

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

Basic and Major Services

Fillings Limited to once per surface per tooth in any 24 months

Space Maintainers Limited to extracted primary posterior teeth once per lifetime per tooth for members through age 18. Space Maintainers may be covered under Diagnostic and Preventive or Basic Services

Crowns Limited to once per tooth in a seven-year period

Fixed or removable prosthodontics - dentures, partials, bridges

Covered once in any seven-year period, benefits are provided for the replacement of an existing bridge, denture or partial for members age 18 or older if the appliance is seven years old or older and cannot be made serviceable

Root canal therapy Limited to once per lifetime per tooth, coverage is for permanent teeth only

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

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

Brush biopsy Not Covered

***Waiting periods for endodontic, periodontic and oral surgery services may differ from other Basic Services or Major Services under the same dental plan.

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

ADDITIONAL LIMITATION FOR ORTHODONTIC SERVICES

Orthodontia Limited to one course of treatment per member per lifetime

Exclusions - Below is a partial listing of noncovered services under your dental plan. Please see your certificate of coverage for a full list.

Services provided before or after the term of this coverage

Services received before your effective date or after your coverage ends, unless otherwise specified in the dental plan certificate

Orthodontics (services included as part of your dental plan benefits) Orthodontic braces, appliances and all related services

Cosmetic dentistry Services provided by dentists solely for the purpose of improving the appearance of the teeth when both structure and function are satisfactory and no pathologic conditions (cavities) exist

Drugs and medications Intravenous conscious sedation, IV sedation and general anesthesia when performed with nonsurgical dental care

Anesthesia anesthetic agents, 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

Extractions Surgical removal of third molars (wisdom teeth) that do not exhibit symptoms or impact the oral health of the member

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 A-Dental Insurance Summary



Choice of dentists

While your dental plan lets you choose any dentist, you may end up paying more for a service if you visit an out-of-network dentist.

Here's why:

In-network dentists have agreed to payment rates for various services and cannot charge you more. On the other hand, out-of-network dentists don't have a contract with us and are able to bill you for the difference between the total amount we allow to be paid for a service – called the "maximum allowed amount" – and the amount they usually charge for a service. When they bill you for this difference, it's called "balance billing."

How Anthem dental decides on maximum allowed amounts

For services from an out-of-network dentist, the maximum allowed amount is determined in one of the following ways:

- Out-of-network dental fee schedule/rate developed by Anthem, which may be updated based on such things as reimbursement amounts accepted by dentists contracted with our dental plans, or other industry cost and usage data
- Information provided by a third-party vendor that shows comparable costs for dental services
- In-network dentist fee schedule

Here's an example of higher costs for out-of-network dental services

This is an example only. Your experience may be different, depending on your insurance plan, the services you receive and the dentist who provides the services.

Ted gets a crown from an out-of-network dentist, who charges \$1,200 for the service and bills Anthem for that amount. Anthem's maximum allowed amount for this dental service is \$800. That means there will be a \$400 difference, which the dentist can "balance bill" Ted.

Since Ted will also need to pay \$400 coinsurance, the total he'll pay the out-of-network dentist is \$800.

Here's the math:

- Dentist's charge: \$1,200
- Anthem's maximum allowed amount: \$800
- Anthem pays 50%: \$400
- Ted pays 60% (coinsurance): \$400
- Balance Ted owes the provider: \$1,200 - \$800 = \$400
- Ted's total cost: \$400 coinsurance + \$400 provider balance = \$800

In the example, if Ted had gone to an in-network dentist, his cost would be only \$400 for the coinsurance because he would not have been "balance billed" the \$400 difference.

**Appendix B
Wage Schedules**

Effective, July 1, 2023 G.W.I. 3%

I	II	III	IV	V
\$28.46	\$25.56	\$39.42	\$25.12	\$32.22

Effective, July 1, 2024 G.W.I. 3%

I	II	III	IV	V
\$29.31	\$26.33	\$40.60	\$25.88	\$33.18

Effective, July 1, 2025 G.W.I. 3%

I	II	III	IV	V
\$30.19	\$27.12	\$41.82	\$26.65	\$34.18

Effective, July 1, 2026 G.W.I. 3%

I	II	III	IV	V
\$31.10	\$27.94	\$43.07	\$27.45	\$35.21

In the Superintendent's discretion, new hires may be hired at a rate which is 10% below the above wage rates; then on their one (1) year anniversary, their pay shall increase to 95% of the above rates; and shall increase to the above rates on their second anniversary.

Appendix C Longevity

Employees hired before July 1, 2023 shall be eligible for the following longevity payments:

After ten (10) years of service	\$250
After fifteen (15) years of service	\$450
After twenty (20) years of service	\$700

Payable the first (1st) payroll in December of each year.