

# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**Ansonia Board of Education**

**and the**

**Teamsters Local Union No. 443  
Ansonia BOE Food Service Employees**

**July 1, 2023 through June 30, 2026**

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**AGREEMENT  
BETWEEN  
THE ANSONIA BOARD OF EDUCATION  
AND  
TEAMSTERS LOCAL UNION NO. 443  
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. 443, hereinafter referred to as the "Union."

**ARTICLE I  
RECOGNITION**

The Board agrees to, and does hereby, recognize the 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 designated for personal comfort such as restrooms, locker rooms or lounges. . 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 III**  
**UNION SECURITY AND VOLUNTARY CHECKOFF**

- A. All employees of the bargaining unit who sign and deliver to the Board a written form provided by the Board authorizing the Board to deduct Union dues from their salaries shall have such dues proportionally deducted from each paycheck. Said forms shall continue in effect until such time as an employee provides written notice that said deductions are no longer authorized.
- B. The Board agrees to deduct regular monthly dues, administrative dues, and one time initiation fees payments, 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.
- C. 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, plus three (3) days prior to the start of the student 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 Steward 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:

1. The ability to cook and prepare foods in a safe manner as required by law and/or food industry standards;
  2. 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  
WAGES**

**Ansonia Food Service Employees  
July 1, 2023 to June 30, 2026**

<b>Position Title*</b>	<b>Year</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
<b>Site Manager</b>		\$25.60	\$26.29	\$27.00
<b>Cook</b>		\$25.60	\$26.29	\$27.00
<b>Driver</b>		\$24.42	\$24.42	\$24.42
<b>Food Service Worker</b>		\$17.66	\$18.14	\$18.63

**Effective July 1, 2023, the wage rate for the Driver shall remain frozen; however, the current employee in the position of Driver shall receive a General Wage Increase of 2%.**

**Effective July 1, 2024, the wage rate for the Driver shall remain frozen; however, the current employee in the position of Driver shall receive a General Wage Increase of 2%.**

**Effective July 1, 2025, the wage rate for the Driver shall remain frozen; however, the current employee in the position of Driver shall receive a General Wage Increase of 2%.**

**ARTICLE XIII  
HEALTH AND WELFARE BENEFITS**

- A. The following insurance benefits will be made available to each full-time bargaining unit member.
  - 1. HDHP Health Insurance Plan with prescription coverage as described in Appendix A with the following deductibles and coverage:
    - Deductible of Two Thousand Five Hundred Dollars (\$2,500) for single and Five Thousand Dollars (\$5,000) for two-person and family coverage, with annual in-network out-of-pocket maximums of \$5,000 (single) and \$7,350 (two person and family). 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 \$\$5,000 single (includes deductible) and \$\$10,000 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. Fulltime employees who participate in the coverage provided under this Article shall contribute fifteen (15) percent of the cost of the premium towards the individual coverage



for the participating employee and may purchase dependent coverage by paying the applicable difference between individual and the dependent coverage purchased by the participating employee, 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 1<sup>st</sup> and January 1<sup>st</sup> 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 (HRA) 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.
- E. **Abuse of Sick Time Guidelines**

### **Employee Responsibilities**

Employees are expected to maintain a good attendance record. Each employee is expected to give advanced notification of absence due to illness, and provide reason for absence. The employee must give notification by phone, personally and directly to the Director of Food Services.

Employees at Mead, Prendergast, and Ansonia High School are required to call no later than 5:30 a.m. prior to his/her scheduled work shift. Employees at Ansonia Middle School are required to call not later than 5:00 a.m. prior to his/her scheduled work shift.

### **Attendance Standards & Procedures**

#### **Definitions:**

#### **Absence**

An "occurrence" is defined as any unscheduled absence from work during scheduled working hours (including failing to report for scheduled overtime) or failure to remain at work as scheduled. (2) The use of the term unscheduled is significant to this definition because it automatically excludes vacation, personal leave, and lunch break (3) or other forms of approved and scheduled time off, approved in advance by the Director of Food Service. An unscheduled occurrence in excess of one day shall be considered as only one occurrence against the employee, regardless of its length. (Example: An employee is absent for five consecutive days with the flu. This will be treated as one occurrence for the purpose of this policy.) (4) An occurrence excludes any work related injury accepted by the Board and/or approved by the Board of Education's Workers' Compensation Administrator.

#### **Disciplinary Procedures**

In order to translate attendance standards into an effective working personnel policy, the Board of Education has adopted the following standards and procedures. It must be noted that two (2) or more occurrences in the initial probationary period (60 working days) of employment should be considered as a failure to satisfy the probationary period of employment.

- Corrective counseling is warranted when an employee has:  
Five (5) occurrences within any twelve (12) month period\*
- Verbal warning is warranted when an employee has:  
Six (6) occurrences within any twelve (12) month period
- Written warning is warranted when an employee has:  
Seven (7) occurrences within any twelve (12) month period.
- A three (3) day suspension without pay is warranted when an employee has reached:  
Eight (8) occurrences within any twelve (12) month period.
- Termination is warranted when an employee has reached:  
Nine (9) occurrences within any twelve (12) month period.

#### **Physician's Documentation**

An employee who incurs more than three (3) occurrences within a six (6) month period\*\* or who incurs more than five (5) occurrences in a twelve (12) month period\*\* will be required to obtain a physician's statement, acceptable to the Director of Food Services,

upon employee's return to work. Failure to provide this statement shall result in no pay for the absence, and other corrective action, if appropriate.

\*This is a continuously rolling twelve (12) month period.

\*\*This is a continuously rolling six (6) and twelve (12) month period.

**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. Employees shall be entitled to two (2) personal days per school year for legitimate and necessary personal business. One (1) such day will be available to the employee without the requirement to provide the reason for the personal day. 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 ten (10) holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day After Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Labor Day	New Year's Eve

To be eligible for Holiday pay, the employee must work the full day of work immediately before and after the holiday, unless hospitalized.

**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: 1. verbal warning, 2. a written warning, 3. suspension without pay, and 4. discharge.
- C. Except where warranted, the Board agrees to follow principles of progressive discipline. 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 used for purposes of progressive discipline..
- D. Employees shall comply with all applicable Board Policies. In addition, they are expected to act in a kind and respectful manner that is inclusive of ALL individuals, cultural and ethnic differences. Discrimination of any kind will not be tolerated and may be subject to progressive discipline beyond a verbal or written warning.
- E. Employees must be accountable for one's own behavior and actions towards other employees, staff, administrators, students, and any other district personnel while at work. Abusive language or behavior will not be tolerated and may be subject to progressive discipline beyond verbal or written warnings.

**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 on an unscheduled day, 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. On scheduled early dismissal days employees will only be paid for the hours actually worked. Members will have option to use personal day.

**ARTICLE XXI  
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**UNIFORMS AND FOUL WEATHER 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**

**Ansonia Food Service Employees  
July 1, 2023 to June 30, 2026**

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, 2026. 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. 443  
Ansonia BOE Food Service Employees**

  
\_\_\_\_\_

  
\_\_\_\_\_

**Secretary Treasurer  
Principle Officer**

  
\_\_\_\_\_

Date 12-14-2023

Date 11-21-2023

**APPENDIX A  
HDHP PLAN  
(Page 1 of 4)**



**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:  
\$3,550 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 Mores for participation and completion
- Healthy Lifestyles online participation
- ConditionCare participation and completion

**You can earn:**

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

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

*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.*

**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**

<b>In-Network Providers</b>	<b>Out-of-Network Providers</b>
\$ 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.

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APPENDIX A  
(Page 2 of 4)



Lumenos HSA Plan Summary

Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA for the following:

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

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

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

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

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

Summary of Covered Services

**Preventive Care**

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

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

The following is a list of covered preventive care services:

**Well Baby and Well Child Preventive Care**

Office Visits through age 18; including preventive vision exams.

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

**Immunizations:**

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

**Adult Preventive Care**

Office Visits after age 18; including preventive vision exams.

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

**Immunizations:**

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

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

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CGHSA4639 w inc Rx copays NGF (Eff. 07/18)

APPENDIX A  
(Page 3 of 4)



## 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)	Mail Order (90 day supply)
\$10 Tier 1 copayment	\$10 Tier 1 copayment
\$40 Tier 2 copayment	\$80 Tier 2 copayment
\$50 Tier 3 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 make additional changes to this summary of benefits. If you have questions, please call toll-free at 1-800-224-4896.

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APPENDIX A  
(Page 4 of 4)



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.

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**APPENDIX B  
DENTAL SUMMARY  
(Page 1 of 1)  
DENTAL SUMMARY**

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Calendar Year Deductible	
• Per Person	\$0
• Family Aggregate Maximum	\$0
	<b>Plan Pays:</b>
Preventive & Diagnostic (No Deductible)	100%
• Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)	
• Fluoride Treatment (2 Per calendar year for children to age 19)	
Remaining Basic (After Deductible)	80%
• Fillings, Extractions, Root Canals (Endodontics)	
• Periodontal, Oral Surgery	
• Repair of Dentures	
• Sealants (To age 14)	
Crowns & Prosthodontics (After Deductible)	50%
• Crowns, Gold Restorations	
• Bridgework, Full & Partial Dentures	
Calendar Year Maximum (Per Person)	\$1,500
Orthodontia (Dependent Children Only)	
• Coinsurance	50%
• Lifetime Maximum	\$2,000

Dependent children are covered to age 19 (23 if enrolled as a full-time student in an accredited school or university.)

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You may use any fully licensed dentist under this plan. Participating dentists will be paid directly by Delta for covered services. Non-participating dentists will bill you directly, and Delta may make claim payment directly to you. You will maximize benefits and reduce paperwork by using an in-network participating dentist.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and social security number. Your dependents, if covered, should provide the employee's social security number.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental Plan of New Jersey, Inc. which governs the benefits and operation of your program. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.

**APPENDIX C  
DRUG TESTING POLICY  
(Page 1 of 2)**

**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 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.

**APPENDIX C**  
**(Page 2 of 2)**

**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.**

**E. 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.