

COLLECTIVE BARGAINING AGREEMENT

between

BRANFORD BOARD OF EDUCATION

and

**LOCAL 1303-365 OF CONNECTICUT COUNCIL #4
AFSCME, AFL-CIO**

Effective July 1, 2024 to June 30, 2027

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This Agreement entered into as of July 1, 2024, by and between the Branford Board of Education (hereinafter referred to as the "Board") and Local 1303-365 of Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Local").

ARTICLE I **RECOGNITION**

Section 1.1

The Board hereby recognizes Local 1303-365 of Connecticut Council 4, AFSCME, AFL-CIO as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all nurses and school health aides pursuant to the certification of representation and June 4, 1996 Settlement Agreement in Case No. ME-17,775.

Section 1.2

Job descriptions for positions in this bargaining unit are available for review and are located in the Superintendent's office.

ARTICLE II **NON-DISCRIMINATION**

Section 2.1

There shall be no discrimination, coercion or intimidation of any kind against any member of the bargaining unit on any basis prohibited by law, including marital status, sex, sexual orientation, gender identity or expression, race, creed, color, religious belief, age, disability, genetic information or union activity or membership. Grievances brought under this non-discrimination clause may be appealed through Step Two of the Grievance Procedure, but shall not be subject to arbitration.

ARTICLE III **PROBATIONARY PERIOD**

Section 3.1

Newly hired employees shall be subject to an initial probationary period of ninety (90) working days.

Section 3.2

An employee may be disciplined or discharged at any time during the probationary period. Such discipline or discharge is without the right of appeal and is not subject to the grievance

procedures set forth in this Agreement. Employees so disciplined or discharged shall be notified in writing of the reason for the discipline or discharge.

After completion of the probationary period, all paid leave to which an employee may be entitled under this Agreement shall be pro-rated based on the date of hire and may be used in accordance with applicable provisions of this Agreement.

Section 3.3

During the probationary period, the employee shall not attain seniority rights under this Agreement. At the successful completion of the probationary period, seniority shall be retroactive to the commencement of employment.

ARTICLE IV **UNION SECURITY AND CHECK OFF**

Section 4.1

Upon the submission of a signed, voluntary written authorization by an employee, Union dues shall be deducted in ten (10) monthly installments beginning with the second payroll in September and each month thereafter.

Section 4.2

Names of employees employed to fill positions covered by the Agreement shall be furnished to the Local by the Board upon reasonable request.

Section 4.3

Dues deducted shall be sent to Council #4 no later than fifteen (15) calendar days from the day for which they are deducted and made payable to Local 1303-365. Such deduction shall be accompanied by a list of names and addresses.

Section 4.4

If an employee does not have Local dues deducted from his/her pay for that month due to their being on vacation, extended sick leave, leave of absence or any other reason, the Board shall make a double deduction each month thereafter until the employee becomes current.

Section 4.5

When an employee does not have sufficient money due him after deductions have been made for pension, social security, garnishments and any other deductions authorized by the Employer or required by law, Union dues for that month will be collected by the Union directly from the employee.

Section 4.6

Changes in dues will be sent to the Board of Education upon prior notice from AFSCME Headquarters.

Section 4.7

The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability which may arise out of any provisions of this Article, including reasonable attorney's fees.

Section 4.8

The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. The Board agrees to remit any deductions made pursuant to this Section promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the Board harmless from any claim arising as a result of any deduction made pursuant to this Section.

ARTICLE V **NO STRIKE/NO LOCKOUT**

Section 5.1

The Local agrees that during the length of this Agreement, there will be no strikes.

Section 5.2

The Board agrees that during the length of this Agreement, there will not be a lock out of its employees.

ARTICLE VI **BULLETIN BOARDS**

Section 6.1

The Local shall be allowed bulletin board space in each school for purposes of posting meeting, professional activity, AFSCME newsletters and other Union information. Such notices shall not be of a derogatory nature against the Board.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 7.1

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of employees.
- B. Both parties shall agree that these proceedings be kept as informal as is appropriate, at any level; and that at each level the proceedings shall be closed to the public, subject to applicable law.
- C. Nothing herein stated shall be construed as limiting the right of any employee having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.
- D. The grievant has the right to union representation at any and every stage of this procedure.
- E. On any grievance where the Director of Health Services or the Superintendent or designee fails to comply with the specified times limits, the grievances may be forwarded to the next step in the grievance procedure. Time limits may be waived by mutual agreement.

Section 7.2

- A. Grievance shall mean a claim by the Local, an employee or a group of employees that there has been a violation, misinterpretation or misapplication of the Agreement, or of administrative directives or policies of the Board which directives or policies constitute mandatory subjects of bargaining within the meaning of the M.E.R.A. Only a claim that there has been a violation, misinterpretation or misapplication of the Agreement may proceed beyond Step Two of the grievance process. Claims of violations or misinterpretation of administrative directives or policies of the Board may be processed up to Step Two and then may be presented to a hearing of the Board, provided that a request for a Board-level hearing must be submitted to the Board within ten (10) days of the Step Two response.
- B. Days shall mean nurses scheduled working days, except that following the end of the school year "days" shall mean business days until the first day of school in the next academic year. All grievances must be filed prior to the end of the work year.

Section 7.3

Step One – Director of Health Services

- A. If an employee feels that she may have a grievance, he/she may first discuss the matter with the Director of Health Services, stating that the matter is a grievance, in an effort to resolve the problem informally.
- B. If the employee is not satisfied with such disposition of the matter, he/she shall have the right to have the Union assist him/her in further efforts to resolve the problem informally with the Director of Health Services.

Section 7.4

Step Two - Superintendent or his Designee

- A. If the aggrieved person is not satisfied with the disposition of his/her grievance he/she may, within ten (10) days after the occurrence or the date the employee knew or should have known of the occurrence file a written grievance with the above.
- B. The Superintendent or his/her designee shall, within ten (10) days after receipt of the grievance, meet with the aggrieved person and with a representative of the Union for the purpose of resolving the grievance.
- C. The Superintendent or his/her designee shall within five (5) days after the hearing, render his/her decision and the reasons thereof in writing to the aggrieved person with a copy to the Union.

Section 7.5

Step Three - Arbitration

- A. If the union is not satisfied with the decision of the Superintendent or designee at Step Two, written notice of the Union's intention to submit the grievance to arbitration must be submitted to the Superintendent or designee within fifteen (15) days after the Step Two decision has been rendered.

The Board shall have the option to select either the Connecticut State Board of Mediation and Arbitration (CSBMA) or the American Arbitration Association (AAA) to hear the grievance. If the Board wishes to select the AAA to hear the grievance, it shall so notify the Union, in writing, within ten (10) days of receipt of the Union's written notice of intent to proceed to arbitration. In the event that the Board does not so notify the Union within such time period, the Board shall thereby waive its right to select the AAA to hear the grievance. Not later than ten (10) days after receipt of notice from the Board designating its selection of an arbitration agency, or, in the event no such notice is received, within ten (10) working days after the period for providing

such notice has expired, the Union shall file for arbitration with the appropriate arbitration agency, with a copy to the Superintendent or designee.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator have any power or authority to make any decision that requires the commission of an act prohibited by law or that is violative of the terms of this Agreement.

- B. The arbitration costs shall be borne equally by both parties.
- C. The Arbitration proceedings shall be in accordance with either the CSBMA's or the AAA's policies and procedures, as applicable.

ARTICLE VIII

DISCIPLINARY PROCEDURE

Section 8.1

No employee shall be discharged, suspended without pay, or receive a written warning without just cause. Grievances regarding written warnings may be appealed through Step Two of the Grievance Procedure, but shall not be subject to arbitration.

Section 8.2

All suspensions and discharges and disciplinary actions must be stated in writing and a copy sent to the President of the Local.

Section 8.3

Normally, disciplinary actions shall include either (a) a verbal warning, (b) a written warning, (c) suspension(s) or (d) discharge. However, the nature of the offense may warrant a change from this progressive disciplinary pattern.

ARTICLE IX

ASSIGNMENT AND TRANSFER

Section 9.1

The Board shall not arbitrarily or capriciously transfer employees in the Bargaining Unit.

Section 9.2

To the extent possible, transfers shall not be put into effect or announced without prior personal conference with the employee involved, and the Union if desired by the employee. Input from the Director of Health Services shall be obtained prior to the transfer.

Section 9.3

When involuntary transfers are necessary, length of service in the School System shall be a factor in determining which employee is to be transferred.

ARTICLE X **PROTECTION OF EMPLOYEE**

Section 10.1

Employees shall immediately report to their supervisors orally, to be followed by a written report, all cases of assault, suffered by them in connection with their employment.

Section 10.2

Such reports shall be forwarded to the Superintendent, and the Board shall comply with any reasonable request from the employee for information in its possession not privileged under the law which relates to the incident or the persons involved.

Section 10.3

If civil action proceedings are brought against an employee alleging that he/she committed an assault or alleging professional misconduct or negligence in the course of or in connection with his/her employment, such employee may request the Board to furnish legal counsel to defend him/her in such proceedings pursuant to Connecticut General Statutes Section 10-235.

ARTICLE XI **PERSONNEL FILE**

Section 11.1

An employee's personnel file shall be defined as that which is maintained in the Board's Central Office.

Section 11.2

Any employee covered by this Agreement shall at his or her request be allowed to review his or her personnel file after having given three (3) working days notice.

Section 11.3

No new material shall be placed in an employee's file unless the employee has been notified.

ARTICLE XII

UNION ACTIVITIES

Section 12.1

One (1) member of the Union Grievance Committee, and the grievant shall be granted leave from work, without loss of pay, for all meetings and arbitration hearings between the Board and the Local for the purpose of processing grievances when such meetings take place at a time during which such members are scheduled to be on duty. Every effort will be made to schedule such meetings when such member and the grievant are not scheduled to be on duty so as to avoid any conflicts with job duties and responsibilities. In addition, the Local President, and the impacted individual where appropriate, will be allowed leave from work for proceedings conducted by the State Board of Labor Relations pursuant to M.E.R.A.

Section 12.2

The President of the Local shall be granted up to three (3) days of leave from duty without loss of pay per school year for Union conferences, seminars, and conventions, provided the President submits a written notification for such leave to the Superintendent or the Superintendent's designee at least two (2) weeks in advance.

Section 12.3

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

- A. The meeting is to be conducted outside of the normal instructional day.
- B. Request for use of facilities has been made to the Building Level Administrator and approved at least two (2) days prior to the meeting date.
- C. The meeting is held at a time when the building is normally open and custodial staff is available on a non-overtime basis.

ARTICLE XIII

BARGAINING UNIT WORK

Section 13.1

If the Board of Education intends to privatize or subcontract bargaining unit work, the Board shall comply with its obligations under M.E.R.A. and shall notify the local in writing as expeditiously as possible of its intent in advance of any action contemplated pursuant to this section.

Section 13.2

After said notice, the Local shall have the opportunity, at its request, to address the Board concerning at least the following:

1. The possibility of the Board's retention of bargaining unit employees;
2. The employment of the bargaining unit members by the third party.

ARTICLE XIV **SENIORITY**

Section 14.1

Seniority is defined as the total length of continuous service with the Branford Board of Education, from the date of hire. Seniority will continue to accrue during paid authorized leaves of absence. The Board shall annually on or before September 15 furnish the Union with a Seniority listing.

Section 14.2

When a vacancy first occurs in the bargaining unit the Board will, as expeditiously as possible, decide whether or not to fill the position. If the position is to be filled, the Board shall post the position for a period of five (5) working days. It shall be awarded first to employee(s) in the unit based on seniority, skill and ability. If there are no bidders or qualified employees, then the Board may fill the vacancy from outside the bargaining unit.

Section 14.3

Seniority will be used for purposes stated within this Agreement.

Section 14.4

Employees shall have the option to receive their wages over a twelve (12) month calendar period.

Section 14.5

The Board shall continue to provide CPR training to employees covered under the Agreement with no cost to the employee. The Board shall also continue to provide First Aid Certification training for aides at no cost.

ARTICLE XV
PRIOR PRACTICE

Section 15.1

Bargaining unit employees shall be eligible for mileage reimbursement in the amount equal to the IRS per mile rate for inter-school travel. In order to be eligible for such reimbursement, the employee must submit a written request for reimbursement to the Business Office no later than the thirtieth (30th) calendar day of the calendar month following the travel, except that reimbursement requests for mileage for the months of May and June must be submitted by the tenth (10th) calendar day of the calendar month following the travel.

Section 15.2

It is understood that the School Based Health Clinic work currently being performed was not intended to displace school nurses work.

Section 15.3

It is understood that any and all past practices that existed prior to implementation of this Agreement have been identified at the bargaining table and are specifically referenced in this Article or incorporated as specific provisions elsewhere in this Agreement. Accordingly, neither the Union nor any employee shall make a claim concerning any past practice alleged to have existed prior to implementation of this Agreement. Nothing herein is intended to foreclose the Union or an employee from making a claim concerning any possible practice that may develop after the date of implementation of this Agreement.

ARTICLE XVI
PENSION

Section 16.1

The Branford Board of Education agrees to remain a participating member in the Municipal Employees Retirement System (MERS) and further agrees to abide by its rules and regulations.

ARTICLE XVII
SAVINGS CLAUSE

Section 17.1

In the event that any federal or State Legislation, governmental regulation or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

ARTICLE XVIII
LABOR MANAGEMENT COOPERATION

Section 18.1

The Local and the Superintendent shall each designate two (2) people to meet and or confer at mutually convenient times for purposes of addressing and or resolving issues of mutual concern.

ARTICLE XIX
PROFESSIONAL DEVELOPMENT

Section 19.1

Members of the bargaining unit shall be allowed to request and take paid time off from work for purposes of attending professional career enhancement. In addition to such time off with pay, a maximum of \$5,000 for the entire bargaining unit shall be available for reimbursement for registration/tuition and mileage (at the IRS rate), if approved of in advance by the Director of Health Services. Time off shall not be more than three (3) days per school year.

Section 19.2

Such requests pursuant to Section 19.1 shall not be unreasonably denied.

Section 20.3

School nurses shall complete professional development programs or activities provided by the Board in accordance with Section 10-212(d) of the Connecticut General Statutes.

ARTICLE XX
LAYOFF AND RECALL

Section 20.1

In the event there is a reduction in or a proposed reduction in the number of employees, the Board shall notify the Union President and the affected employee(s) as soon as possible, but in no event less than seven (7) calendar days before the effective date of the layoff. Employees on family or medical leaves shall be so notified.

Section 20.2

The order of layoff for employees covered by this Agreement shall be within the job title as follows:

1. Probationary employees, part-time before full-time;

2. Full-time employees (based upon the following factors: seniority and qualification based upon job description and work record).

Section 20.3

Employees who are laid off under this Article shall have recall rights as follows:

1. The affected employee shall notify the Superintendent of Schools in writing at the time of layoff that he/she requests placement on a recall list.
2. Employees who are laid off shall have recall rights to return to his/her former job title.
3. For a period of twelve (12) months, the affected employee shall have the right to be recalled to the job title from which he/she was laid off, if a position in that job title should become vacant and the Board decides to fill said vacancy.
4. No person shall be newly employed until all persons on the recall list have been notified by mail, and such persons either are offered re-employment, or declined such re-employment offer. An employee who declines an offer of re-employment shall forfeit recall rights. If a person on recall fails to respond to a letter notifying the employee of a recall opportunity within five (5) days of issuance of the letter, the employee shall lose recall rights.

ARTICLE XXI

LEAVES OF ABSENCE

Section 21.1

A member who is called for jury duty shall receive the leave necessary to fulfill this obligation.

Such leave shall not be deducted from other leave privileges.

Members shall report to work on any work day or portion of a work day court is not in session or when they are legally excused.

While on jury duty, a member shall be paid the difference between his/her pay and the jury fee.

Section 21.2

If an employee is subpoenaed to appear in Court for a school-related incident, his/her absence is not to be deducted from any other "earned days," and he/she will receive full pay for the day(s) spent in Court or for preparation time at the direction of counsel for the school district, or at the direction of the Superintendent or his/her designee.

Section 21.3

Members of the bargaining unit shall be allowed five (5) non-cumulative days of absence with pay for a death in the immediate family (spouse, child, sibling or parent). Three (3) days funeral leave may be used for death of grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law. One (1) day funeral leave may be used for death of aunt or uncle or first cousin.

Section 21.4

Family and Medical Leave Act

Eligible employees will receive Family Medical Leave ("FMLA") pursuant to Board of Education policy and applicable federal or state statutes.

Section 21.5

Leaves of absence related to pregnancy will be granted consistent with current provisions of Federal and State statutes.

Section 21.6 - Long-Term Leaves of Absence

Leaves of absence ranging from three (3) months to one (1) year in duration may be granted without pay at the discretion of the Board of Education.

An employee on leave of absence who wishes to return to employment shall receive the first vacancy for which the employee is eligible, provided that written application for return to service is made to the Superintendent at least six months prior to the date of termination of the leave of absence.

All applications for long-term leave must explain the reasons for such requests.

Section 21.7 - Short-Term Leave

A short-term leave of absence shall consist of a leave of less than three (3) months.

Employees shall make application for such leave, in writing, to the Superintendent or the Superintendent's designee, at least thirty (30) days in advance, except in emergencies.

Section 21.8

Employees shall receive three (3) noncumulative personal days, per contract year, provided the employee makes a request through the absence management system at least three (3) working days in advance of the expected absence, except in emergencies. Such personal days shall be used for the discharge of legal responsibilities which cannot be discharged except during the regular work week and for other unavoidable conflicts of a personal nature involving the individual employee. Such absence must be approved in advance by the Director of Health Services. Personal leave may not be taken either the day before or after a holiday or in conjunction with any of the school vacations. However, with the permission of the Superintendent or his/her designee, such leave may be granted, except that such request shall be granted on a case-by-case basis.

Section 21.9

An additional personal day may be granted by the Superintendent or his designee to an employee for purposes of the observance of a religious holiday. The granting of such day shall not be arbitrarily or unreasonably denied.

ARTICLE XXII **WORKERS' COMPENSATION**

Section 22.1

An employee who is receiving Workers' Compensation benefits shall be paid at the rate provided for in the Workers' Compensation Act. However, an employee who wishes to be paid his/her full salary during such time period may do so by using one-third of a day deducted from the employee's accumulated and/or annual sick leave for each day of absence. Under no circumstances shall an employee absent from school under this provision receive total salary greater than the employee's gross regular salary less Federal and State income taxes.

Section 22.2

During the waiting period after an employee applies for workers' compensation and while eligibility is being determined, the Board shall pay the employee's regular weekly wages and charge this period of time to sick leave, so long as such sick leave exists in the employee's sick leave account. If subsequently a determination is made that the employee is eligible for workers' compensation, the Board will be reimbursed by the employee from the proceeds of the workers' compensation and an adjustment will be made to the employees sick leave account.

Section 22.3

Employees injured in the course of their official duties and in the performance of their work when such injury is compensatory under workers' compensation laws shall not be charged for sick leave while receiving workers' compensation, except as otherwise provided in Section 22.1.

ARTICLE XXIII **HEALTH AND INSURANCE BENEFITS**

Section 23.1

A. Health Care Benefits

1. The Board shall provide to all eligible full-time bargaining unit employees, and their eligible dependents, health insurance coverage.
2. The Board shall provide to all eligible full-time bargaining unit employees and their eligible dependents, a dental plan.
3. The Board shall provide to all eligible part-time bargaining employees, spouse and their eligible dependents, health insurance coverage based on the premium cost-sharing percentages described in Section 23.1.C., Benefit Coverage, below.

The sole plan offered by the Board shall be the Connecticut State Partnership Plan 2.0 (the "SPP")

1. The health plan benefits shall be as set forth in the SPP, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.
2. The premium rates shall be set by the SPP.
3. The SPP contains a Health Enhancement Plan ("HEP") component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event that the Partnership Plan 2.0 administrators impose a HEP non-participation or non-compliant penalty on the basis of an employee's non-compliance with the terms of the HEP or any non-compliance on the part of any individual covered under the employee's insurance, any such penalty shall be fully paid by the non-compliant employee. The imposition of any resulting premium cost increase shall be paid by the non-complaint employee by payroll deduction and the imposition of any deductible shall be implemented through claims administration.

4. The parties acknowledge that the Board has a management right to leave the Partnership Plan 2.0 at any time and replace such plan with a new plan/carrier/plan administrator, provided that: 1) the Board shall provide the Union with at least thirty (30) calendar days' written notice prior to the effective date of any such change; 2) the new plan/carrier/administrator shall provide coverage substantially comparable to the High Deductible Health Plan with Health Savings Account that was in effect for the Union under the 2021-24 Collective Bargaining Agreement.

B. Life Insurance

1. All full-time personnel covered by this Agreement shall receive group term life insurance with accidental death and dismemberment provision in the amount of \$50,000.

C. Benefit Coverage

1. The benefits referenced in Section A shall be provided through premium cost sharing.

The Board and the employees shall be responsible for the following percentages of the premium cost:

	Effective July 1, 2024	Effective July 1, 2025	Effective July 1, 2026
Board	83.0%	82.5%	82.0%
Employee	17.0%	17.5%	18.0%

2. The benefits referenced in Section A. above, concerning part-time employees, shall be provided through premium cost-sharing. The premium cost-sharing shall be determined according to the following formula:

A part-time employee's time worked is converted to a full-time equivalent (F.T.E.). The employee is then subject to paying the full-time employee co-pay percentage for that portion of time worked and 100% of the cost for the insurance benefits for the time the part-time employee is not working. The F.T.E. co-pay amount and the amount representing 100% of the non-working portion of the insurance costs are added together and divided equally over twenty (20) payroll deductions. So, by example, an employee who works 70% of a full-time employee is considered a 0.7 F.T.E. The full-time employee premium cost-sharing percentage is paid at 70% of the total insurance cost and the remaining 30% of insurance premium cost is borne completely by the employee. Those two costs added together are divided by twenty (20) payroll deductions resulting in the premium cost-sharing amount, per pay period, paid by each employee.

Employees that do not work during the summer receive insurance for the months of July and August in advance of their first payroll deduction at the start of the school year. Therefore, should an employee not return to work after the summer, the employee will be charged 100% of the premium cost-sharing for those two (2) months, unless the employee notified the Board of Education prior to July 1 that the employee does not intend to return to work in the next school year.

3. Such premium cost sharing, as described in this Section, may be made on a pre-tax basis in accordance with the Section 125 Plan.

D. Section 125

The Board shall maintain a Section 125 plan which allows an employee the ability to pay his/her insurance premium contributions on a pre-tax basis, through payroll deduction.

Section 23.2

Bargaining unit members who retire under MERS with at least ten (10) years of Branford full-time service shall be eligible to continue their participation in the medical insurance plan opted for in accordance with Section 23.1.A, up until the age of 65, at the group rates with the retiree being responsible for the full cost of such continued plan participation; provided, nothing herein shall require the Board to continue offering a plan to a retiree that is no longer available from the insurance carrier. In the event that a plan is no longer available for retiree participation, then it is understood that such retiree shall be entitled to participate in any plan offered to the bargaining unit. Employees hired after October 1, 2011 are not eligible for this benefit.

Section 23.3

The Branford Board of Education may provide insurance programs as required by this Article for bargaining unit members through alternate carriers or through self-insurance. The programs, when taken as a whole (meaning coverages, benefits and administration; i.e., timeliness of payments and claims processing), provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives shall be substantially equivalent to the programs available to employees under the group health insurance policies presently provided. Should the Board of Education desire to change insurance carriers, prior to any such change the Union shall be notified and given an opportunity to review the proposed changes. Should the Union and the Board disagree that the alternative programs proposed will not provide substantially equivalent programs (coverage, benefits and administration) to those provided under the 2021-24 Collective Bargaining Agreement, arbitration as set forth under this Agreement may be implemented at the request of the Union. Such arbitration shall take place before an impartial arbitrator with expertise in insurance.

Section 23.4

The Board shall continue to pay and provide for health insurance coverage in accordance with this Article for paid authorized leaves of absence and for FMLA leave pursuant to Article 22.4, herein.

ARTICLE XXIV HOLIDAYS

Section 24.1

Bargaining unit members shall not be required to be in attendance during holidays when students are not required to be in attendance.

ARTICLE XXV VACATION

Section 25.1

Bargaining unit members shall not be required to be in attendance during student vacation periods except as modified herein.

ARTICLE XXVI SICK LEAVE

Section 26.1

- A. Fifteen (15) days of absence from work shall be allowed with full pay to all employees covered herein for sick leave, or illness of an immediate family member. Immediate family shall be defined as parent, spouse, child, brother, or sister, and does not exclude those relationships through marriage or adoption.
- B. Employees may accumulate up to one hundred fifty (150) days of sick leave.
- C. Each employee, at the request of the superintendent, may be asked to supply a physician's certificate validating the reason for prolonged (more than 4 days) absence due to sick leave.

Section 26.2

Upon normal retirement under MERS Plan B, employees hired before August 1, 2008 with at least ten (10) years of Branford Board of Education full time service shall be paid for accumulated sick leave in accordance with the following schedule:

10 years but less than 15	30 Days
15 years but less than 20	45 Days

20 years but less than 25	75 Days
25 years or more	105 Days

The Board shall pay such severance during the month of July following the employee's retirement, provided that the employee has provided written notice of such retirement prior to January 1 of the contract year (July 1 through June 30) in which the employee retires. If the employee does not provide such notice by January 1 of that contract year, the Board shall have the right to delay payment of such severance until the following July.

ARTICLE XXVII **HOURS OF WORK**

Section 27.1

The work year for all employees covered by this Agreement shall be 190 days for registered nurses and 185 days for school health aides. Nurses shall work the five (5) days immediately preceding the start of the school year. The additional five (5) days necessary to complete the 190-day work year shall be scheduled by the Principal of each building and the Administration in consultation with the nurse(s) in the building. School health aides shall work the five (5) days immediately preceding the start of the student school year. Except as otherwise provided in Attachment A, for any additional time worked with the approval of the building administrator or the Superintendent outside of the regular work year, nurses shall be paid for all hours worked at a rate of \$50.00/hour.

Section 27.2

- A. The normal work day of school nurses shall be seven and one-quarter (7-1/4) hours. The work day for school nurses shall start fifteen (15) minutes before the start of the student school day.
- B. The normal work day for school health aides shall be the student day.

Section 27.3

Employees may leave early on days that students have an early dismissal and may leave the building one-half (1/2) hour after said dismissal. The Administration will have the right to require nurses to work full contractual days for professional development or other professional responsibilities on up to two (2) scheduled early dismissal days per year. The Administration will provide notice of the scheduling of such days prior to the start of the school year.

Section 27.4

Employees shall be entitled to a thirty (30) minute uninterrupted lunch period with the understanding that said employee be available within the building if an emergency arises as determined by the building administrator.

Section 27.5

Bargaining unit employees shall have preference for assignments to additional work days beyond the established work year (as set forth in Section 27.1 of this Agreement). In the event that there are insufficient volunteers who confirm their interest in such additional work days within two (2) weeks after the Board provides notification of such assignments, the Board may utilize one or more third parties for such additional work days.

Employees assigned to work such additional days shall be paid for such additional days in accordance with the provisions of Attachment A. All other provisions of the contract will be in place for those employees assigned to work such additional days.

ARTICLE XXIII **MANAGEMENT RIGHTS**

Section 28.1

Except as otherwise modified or restricted by an express provision of this Agreement, the Board reserves and retains solely and exclusively, whether exercised or not, all the lawful and customary rights, powers and prerogatives of management. Such rights include but shall not be limited to establishing standards of productivity and performance of its employees; insuring that the incidental duties connected with, whether enumerated in job descriptions or not, shall be performed by employees; selecting and determining the number and types of employees required to perform school operations; determining the objectives of the Board and the methods and means necessary to fulfill those objectives, including the creation or the discontinuation of services, departments, programs, processes, or operations, in whole or in part determining the content of job classifications; determining the qualifications of employees; appointing, promoting, assigning, directing and transferring employees; any appropriate disciplinary action, up to and including discharge against its employees; relieving from duty its employees because of lack of work, or other legitimate reasons; establishing, modifying or discontinuing reasonable administrative directives and policies; and the taking of all necessary actions to carry out its objectives in emergencies.

ARTICLE XXIX **DURATION**

Section 29.1

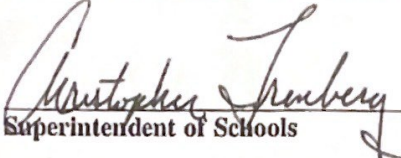
The provisions of this Agreement shall become effective as of July 1, 2024 for all employees and shall continue and remain in full force and effect to June 30, 2027.

ARTICLE XXX **WAGES**

Section 30.1

The wages and stipends shall be as set forth in Attachment A.

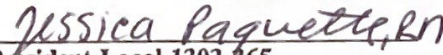
BRANFORD BOARD OF EDUCATION

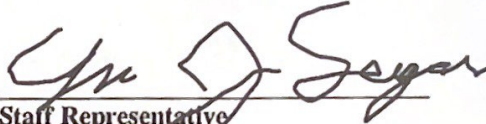

Superintendent of Schools


Branford Board of Education

Date: 8/6/2024

LOCAL 1303-365 OF COUNCIL 4


President Local 1303-365


Staff Representative
AFSCME, Council 4

Date: 8/7/2024

ATTACHMENT "A"
SALARIES, WAGES AND STIPENDS

SCHOOL NURSES			
	Level 1-3: 2.0% Level 4: 2.50% July 1, 2024	Level 1-3: 2.0% Level 4: 2.50% July 1, 2025	Level 1-3: 2.0% Level 4: 2.50% July 1, 2026
Level 1	\$56,857	\$57,994	\$59,154
Level 2	\$59,566	\$60,757	\$61,972
Level 3	\$62,746	\$64,001	\$65,281
Level 4	\$66,371	\$68,030	\$69,731

Retroactive to July 1, 2024, and effective July 1, 2025 and July 1, 2026, respectively, employees who are not on the maximum step shall advance one step on the salary schedule.

Employees assigned to work additional days beyond the work year in accordance with Section 27.5 of this Agreement shall be paid at a rate of \$50 per hour for such days. The payment rate of \$50 per hour shall also apply to the portion of any pre-scheduled field trip extending beyond the established workday (as set forth in Section 27.2 of this Agreement). 

SCHOOL HEALTH AIDES			
	2.50% July 1, 2024	2.50% July 1, 2025	2.50% July 1, 2026
Base (Per Hour)	\$23.96	\$24.56	\$25.18

ANNUAL STIPENDS

\$1,000 differential for BSN
\$1,500 differential for MS
\$1,800 differential for 6th
\$500 differential for National School Nurse Certification

The Board shall pay each nurse a total of \$250 per year for the cost of professional malpractice insurance and Board-approved scrubs. Such amount shall be included in the first paycheck in December.