

COLLECTIVE BARGAINING AGREEMENT

By and Between the

Hamden Board of Education

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
Hamden BOE Clerical and Paraeducators Local 424 -
Unit 2**

Expires June 30, 2027

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THIS AGREEMENT entered into by and between the Hamden Board of Education (hereinafter referred to as the "Board") and United Public Service Employees Union, Local 424, Unit 2 (Secretaries/Clerical and Paraeducator) (hereinafter referred to as the "Union").

WITNESSETH

**ARTICLE I
RECOGNITION**

Section 1.1

The Board hereby recognizes the Union as the sole and exclusive bargaining agent of all secretarial, clerical and Paraeducator employees of the Board who regularly perform 20 or more hours of work per week, excluding supervisors and all others excluded by the Municipal Employees Relations Act ("MERA"). This unit was established pursuant to Decision No. 3624 of the State Board of Labor Relations for case number ME 19-689 and Decision No. 4118-A.

**ARTICLE II
DISCRIMINATION**

Section 2.1

There shall be no discrimination, coercion, or intimidation of any kind against any employee of the Board for any reason whatsoever, including marital status, sex, race, creed, color, religious belief, age, handicap, sexual orientation or Union activity by the Board.

Any claim of discrimination that can be filed with the Connecticut Commission on Human Rights and Opportunities or the Equal Employment Opportunity Commission may be filed as a grievance up to and including Step 3 of the Grievance Procedure. However, such a grievance shall not be processed to arbitration. Claims in which the Connecticut Commission on Human Rights and Opportunities or the Equal Employment Opportunity Commission do not have the authority to address may be filed as a grievance and processed to arbitration.

**ARTICLE III
MANAGEMENT RIGHTS**

Section 3.1

Except as otherwise specifically provided in this Agreement, as the same may be amended from time to time, it is recognized that the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the operation of the public schools in the Town of Hamden in all respects including but not limited to the following:

1. All those rights, responsibilities and prerogatives granted to school boards pursuant to the Connecticut General Statutes, as amended;
2. To maintain public elementary and secondary schools and such other education activities as in its judgment will best serve the interest of the Town of Hamden;
3. To give the children of Hamden as nearly equal advantages as may be practicable;
4. To determine the need and program for the summer school, if any;

5. To determine the maintenance and operation of buildings, lands, apparatus and other property used for school purposes;
6. To prescribe rules for management, studies, classification and discipline for the public schools;
7. To prepare and submit budgets and, in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools, and to make such transfer of funds within the appropriated budget as it shall deem desirable;
8. To establish or continue its policies, practices, rules, regulations and procedures and, from time to time, to change or abolish such policies, practices, rules, regulations or procedures; provided, however, as to any such changes, the Board shall notify the Union and negotiate as to impact as is required by law.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any specific terms and provisions of this Agreement. In the event of conflict between Board policy and the provisions of the Agreement, the provisions of this Agreement shall prevail.

ARTICLE IV AGENCY SHOP

Section 4.1

Each employee covered by this Agreement, as a condition of employment shall, within either thirty (30) days of the date of hire or thirty (30) days after the date this Agreement is signed, shall either become and remain a member of the Union in good standing or pay to the Union an amount equal to the amount of dues, fees and assessments allowable by law and payable by Union members for the duration of this Agreement.

- A. The Union agrees to indemnify and to save the Board of Education harmless from any and all claims or demands which may be made against the Board of Education arising out of an action taken against the Board under any of the Sections of this Article.
- B. The Board agrees to furnish names and addresses of new employees and their assignment within ten (10) days of the hiring date.

Section 4.2

The Board agrees to deduct monthly dues as specified by the Treasurer of the Union from the wages of all bargaining unit employees upon receipt of an authorization card signed by the employee, and will continue to deduct such dues monthly for the term of this Agreement or extension of thereof and will transmit such dues to the Treasurer of the Union on a monthly basis. The monthly dues remittances to the Union shall be accompanied by a list of employees from whose wages dues deductions have been made.

Section 4.3

During the life of the Agreement an employee who is now a member of the Union shall have the option to continue paying Union dues or, in lieu, may shift to the payment of the agency fee as described hereinabove and as pursuant to Section 4.2 of the contract.

ARTICLE V
SENIORITY, LAYOFF, RECALL

Section 5.1

The Board will establish a seniority list and this list shall be brought up to date at the beginning of the school year and shall post said seniority list at each employment location and it shall be sent to the Secretary of the Union each October 1 and February 1. Any errors in said seniority list shall be brought to the Board, of Education's attention within thirty (30) calendar days. After said thirty (30) days, the list shall be deemed accurate except for those errors of which the Board has been timely notified.

Section 5.1a

For purposes of reduction in force, there shall be two (2) separate seniority groups: (A) Secretarial/Clerical employees and (B) Paraeducator employees. For reductions in force within the Secretarial/Clerical seniority group, the employee with the least seniority within each grade level shall be bumped and if two (2) or more employees have the same seniority within a grade level, then the employee with the shortest continuous length of service with the Board within that grade level shall be bumped. For reductions in force within the Paraeducator seniority group, the employee with the shortest continuous length of service with the Board shall be bumped. Any employee(s) so bumped shall then be entitled to such bumping rights.

The Board retains the right to transfer a Paraeducator assigned to a one-to-one assignment or a special education classroom; however, in the event of a reduction in force, a Paraeducator assigned to a one-to-one assignment or a special education classroom will not be transferred until bumping rights are exhausted.

Section 5.1b

Any employee who is forced to bump due to the elimination of his/her position will be recalled to his/her former classification with the next opening after all lateral moves have been made.

Section 5.1c

Seniority is defined as the total continuous length of employment within the bargaining unit, except as provided for at Sections 5.11 and 5.12 below.

Section 5.1d

Seniority rights will prevail for the most senior member in their previous classification. A senior employee designated for layoff shall be entitled to bump any less senior employee within the same or lower classification. Any employee(s) so bumped shall then be entitled to such bumping rights.

Section 5.2

All new employees shall serve a probationary period of six (6) working months and shall have no seniority rights during this period, but shall be subject to other provisions of this agreement, except, as set forth herein. Days lost from work for any reason beyond five (5) working days during the six (6) month working probationary period shall not be counted as employment for purposes of computing the probationary period. During this time, the Board may discharge or discipline the employee at any time before the successful completion of the probationary period, and such discharge or discipline shall not be subject to the grievance arbitration provisions of this Agreement. All employees who have successfully completed the probationary period and have been recommended by their immediate supervisor shall be known as permanent employees, upon appointment by the Superintendent, and the probationary time shall be considered part of the seniority time.

Section 5.3

When a vacancy, except as set forth below, covered by the contract is to be filled, every attempt shall be made to fill such vacancy within three (3) months and the employee with the highest seniority shall be given the first opportunity to fill the vacancy, providing he/she is qualified by skill, ability, evaluations and past documented work performance. Employees who elect to fill a vacancy within a school year shall commit to such position for the entire school year and shall not have the right to return to their previous position. All such appointments shall be evaluated for a period of four (4) working months and transfers to a position of like grade shall not require an additional probationary evaluation period. Evaluation periods for promoted employees shall be four (4) months. Days lost from work for any reason beyond five (5) working days during the probationary evaluation period shall not be counted as employment for purposes of computing the probationary evaluation period. In the event an employee in the Union is selected pursuant to this provision to fill any such vacancy and such selected employee is not assigned to such position within thirty (30) days of the date of selection, he/she shall be paid the rate of the position for which he/she was selected from the beginning of the next payroll period following the thirty (30) day date until he/she is so assigned. In the event an employee does not successfully pass the evaluation period, he/she shall be placed back to his/her previous position and rate of pay. Notwithstanding this Section, employees who elect to fill a vacancy as defined herein and who are subsequently promoted will not be required to remain in the vacancy defined above for the entire school year and shall be permitted to fill their promotion.

When a Paraeducator vacancy for a one-to-one assignment or a special education classroom is to be filled, the Board will fill such vacancy with the most qualified employee; the Board will consider the following qualifications in making its decision: seniority, special training, experience as to assignment and student(s), student and programmatic needs, evaluation and employment history. If two employees are equally qualified, the most senior employee will be assigned to fill the vacancy.

If a Paraeducator assigned to a one-to-one assignment or to a special education classroom applies for a vacancy and is the most qualified candidate for the position, the Board can choose to keep the Paraeducator in her one-to-one assignment or assignment to a special education classroom; however, if the Board exercises this right, the Paraeducator shall receive a payment from the Board in the amount of \$500. A Paraeducator can only receive one payment per school year. The Board may keep a Paraeducator assigned to a one-to-one assignment or to a special education classroom who is not the most qualified for the position in her assignment.

Section 5.4.

Any employee, who is temporarily assigned to do a type of work that is other than his or her normal work or is outside his or her classification and which is at a higher classification, shall receive the higher rate of pay while performing those duties, provided he or she performs said work for one week or more.

Section 5.5

When a vacancy occurs, the Superintendent or designee will inform the Union President in writing by email of the vacancy. Vacancies and new positions shall be posted in all schools for a period of five (5) working days. All postings will include wages, hours, location, and duties. During the months when schools is not in session, each ten (10) month employee shall be sent a copy of the posting by email.

Section 5.6

Vacancies shall be posted for lateral transfer. Postings for lateral transfer shall be effective for a minimum of five (5) working days. Candidates for lateral transfer to posted vacancies will be limited to employees of the Board of Education currently serving in the same classification. There shall be no lateral transfer during the probationary period except that such transfers will be permitted prior to any

new employee being hired. The most senior employee seeking lateral transfer shall be assigned to the posted vacancy. Employees who elect to fill a vacancy within a school year shall commit to such position for the entire school year and shall not have the right to return to their previous position. The employee assigned on a lateral basis may not seek lateral transfer for eleven (11) months. Notwithstanding this Section, employees who elect to fill a vacancy as defined herein and who are subsequently promoted will not be required to remain in the vacancy defined above for the entire school year and shall be permitted to fill their promotion. The Board retains the managerial right to transfer a Paraeducator to a one-to-one assignment or to a special education classroom based upon special training, experience as to assignment and student(s), student and programmatic needs, and evaluation and employment history. There shall be no "bumping" meeting.

Section 5.7

- A. When this procedure has been completed, the resultant vacancy shall be filled by the most senior qualified (by test, skill, past documented work performance, special training, evaluations, and employment history) individual currently on layoff from that classification. If there are no individuals currently on layoff qualified (by test, skill, past documented work performance, special training, evaluations, and employment history) for that classification, that position will be posted as a promotional. When a position is to be filled as promotional, the Superintendent or his/her designee shall require a test be given for the position and that the test be limited to current Board of Education employees. The most senior qualified (by test, skill, past documented work performance, special training, evaluations, and employment history) individual from the list of qualified individuals will be awarded the position. Exceptions to this procedure shall be made only with the approval of the Union.

The name of any candidate shall be removed from an eligibility list if it shall be determined that such candidate has waived or refused an appointment to the same classification two (2) times.

- B. Probationary employees will be allowed to apply and test for promotional opportunities within the system provided there are no qualified non-probationary employees applying for and passing the test for said position. Probationary employees will be given preference if qualified (by test, skill, past documented work performance, special training, evaluations, and employment history), as determined by the Superintendent or designee, over an outside applicant when filling a promotional vacancy. Employees at the time of assuming a position within the bargaining unit, which is a promotion and mandates increased compensation must have passed their probationary period at the time that they assume their new position and must be in good standing under the provisions of this contract.
- C. When positions are posted for lateral transfer, those employees in a higher classification who have prior or similar experience in the Hamden Public Schools working in the posted classifications may bid downward and will be paid the wage associated with the posted classification.
- D. In filling a vacancy an employee will be given preference if qualified (by test, skill, past documented work performance, special training, evaluations, and employment history), as determined by the Superintendent or designee, over an outside applicant. If more than one employee is qualified, preference will be given to the one with the greater seniority. In filling a Paraeducator vacancy for a one-to-one assignment or to a special education classroom, the Board will fill such vacancy with the most qualified employee: the Superintendent or designee will consider the following qualifications in making their decision: seniority, special training, experience as to assignment and student(s), student and programmatic needs, evaluation, and employment history. If two candidates are equally qualified, the most senior employee will

be assigned. If no employee is qualified, the vacancy will be filled with an outside applicant.

- E. Effective December 14, 2021, the prior practice of temporary promotional transfers will no longer exist. In addition, effective December 14, 2021, any employee who is still in a position he/she accepted as a temporary transfer position shall become a permanent hire in that position.

Section 5.8

Seniority rights will be exercised during layoff periods so that the person with the least seniority in a specified classification will be released first. The reverse will be in force when called back on duty. The right of seniority in re-employment as per Section 5.7 shall be accorded to a laid off employee prior to new employees being hired provided such laid off employee responded to a call to report for work not more than five (5) working days after receipt of notice sent to him/her by registered mail to his last known post office address. If such laid off employee fails to report to work, is incapacitated, or is employed elsewhere, in which case he/she must notify the Board in writing within five (5) days after receipt of the notice to return that they will report for work as quickly as his/her health or temporary employment will permit, but no longer than two (2) weeks from the receipt of notice that they were being recalled to work. Failure to be able to report to work for physical or any other reasons within two (2) weeks of the date of the Board's "call to report to work" shall result in the employee's forfeiting all rights to be re-employed. In no event shall this "right of seniority in re-employment" prevail and/or be effective for a period of time greater than twenty-four (24) months from the date of such employee's layoff.

Section 5.9

The duties and responsibilities of every position existing on the effective date of this Agreement shall be given to the Union and will not be unilaterally changed during the term of this Agreement.

Section 5.10

All benefits that have been previously earned or accumulated will be carried over and honored from the bargaining units set forth at Section 5.12. However, such benefits will not exceed the benefits as outlined under the prevailing collective bargaining agreement.

Section 5.11

Any benefits connected with seniority will be honored on the basis of the original hiring date except for the purpose of layoff, recall, promotions and vacation scheduling which will be the date the employee came under the prevailing collective bargaining agreement.

Section 5.12

The above two paragraphs are with respect to employees moving from the following bargaining units:

AFSCME Hamden Town Hall
UPSEU Local 424 Unit 1 Hamden Public Works
CILU Local #46 Hamden Parks and Recreation
CILU Local #49 Hamden Dispatchers

Section 5.13

An employee shall lose his or her seniority when he or she:

- A. Quits voluntarily or retires;

- B. Is discharged for just cause;
- C. Exceeds an official leave of absence or approved extensions thereof;
- D. Fails to return to work within five (5) days after notice of recall;
- E. Is laid off for a period of twenty-four (24) consecutive months.
- F. If the employee is absent from work for any reason for a period of twelve (12) months over a rolling two (2) year period.

An employee whose seniority is lost and employment is separated for any of the reasons outlined in this paragraph, shall be considered a new employee if (s)he is again rehired by the Board. The failure of the Board to rehire such employee shall not be subject to the grievance provisions of this Agreement.

ARTICLE VI HOURS OF WORK

Section 6.1

The regular work week for all full-time employees shall consist of five consecutive work days, Monday through Friday.

Section 6.1 a

Overtime shall be paid only for hours worked beyond an eight (8) hour day or forty (40) hours in a week and shall be paid at one and a half (1-1/2) times the employee's regular rate of pay. All Saturday work shall be paid at time and one-half (1-1/2) times the employee's regular rate of pay. Any work assigned on Sunday shall be paid double time the employee's regular rate of pay. Any work assigned on a holiday shall be paid triple time the employee's regular rate of pay.

Section 6.2

If an employee is scheduled to work overtime and does not agree to work such overtime schedule, he/she shall be charged with having been given the opportunity to work overtime.

Section 6.3

Employees shall be paid a minimum of three (3) hours at their prescribed rate when they are called back to work after they have completed their regularly scheduled hours of work.

Section 6.4

All overtime shall be distributed equally among eligible and qualified employees in each school based on the employee's assignment, and a list of all overtime will be posted in the school where applicable.

Section 6.5

Changes in hours of work or newly created positions made by the Board of Education shall be negotiated with the Union Committee.

Section 6.6

Twelve (12) Month Secretarial and Clerical Personnel

- A. The work day shall be seven and one-half hours per day with one-half hour lunch.
- B. Secretarial and clerical personnel will be entitled to a non-paid one-half hour lunch unless otherwise agreed to.
- C. Secretarial and clerical personnel will be entitled to one fifteen-minute break at a time approved by their supervisor.
- D. Elementary Principal's Clerks (Clerk 9) shall be twelve (12) month secretarial and clerical personnel.
- E. Secretaries and clerical employees will not be required to punch out for lunch.

Section 6.7

Academic Year Secretarial and Clerical Personnel

- A. The work day shall be seven and one-half hours per day with one-half hour lunch.
- B. Secretarial and clerical personnel shall work two days before the start of the school year and three days after the close of the school year.
- C. Secretarial and clerical personnel will be entitled to a non-paid one-half (1/2) hour lunch unless otherwise agreed to.
- D. Secretarial and clerical personnel will be entitled to one fifteen-minute break at a time approved by their supervisor.
- E. Secretaries and clerical employees will not be required to punch out for lunch.

Section 6.8

Paraeducators

- A. Paraeducators shall work seven hours per day, 35 hours per week, and ten months per year. The work hours shall start before and end after the school day at the school where the Paraeducator is employed.
- B. Effective January 1, 2009 and consistent with relevant provisions of the No Child Left Behind Act, all Paraeducators must either successfully pass the State of Connecticut Para Pro test or possess the necessary educational requirements defined by the State to be considered as Highly Qualified as a condition of continued employment.
- C. Paraeducators will be entitled to a non-paid one-half hour lunch unless otherwise agreed to.
- D. Paraeducators will be entitled to one fifteen-minute break in the morning.
- E. Paraeducators will not be required to punch out for lunch.

- F. Beginning in school year 2018-2019, Paraeducators shall be on duty two (2) days before the start of school.
- G. Paraeducators will not be used to cover classrooms for an absentee teacher in the classroom unless a teacher or substitute is not available. If no teacher or Substitute is available, effective upon the execution of this agreement, the Paraeducator shall be paid a stipend of \$30.00 per day for coverage of one (1) to four (4) hours/periods and a stipend of \$75.00 per day for coverage of more than four (4) hours/periods. Only one (1) Paraeducator will receive coverage pay for coverage of a particular class.

ARTICLE VII **HOLIDAYS**

Section 7.1

Holidays falling on a Sunday shall be celebrated on Monday provided there is no school on such days. In the event there is no school the Friday preceding a holiday falling on Saturday, such Saturday holiday shall be celebrated on the preceding Friday. If school is in session on such holidays, employees will be given a compensatory day off in lieu of the holiday within thirty (30) days of the date of the holiday at a time mutually agreeable with the immediate supervisor. In the event the employee cannot, for any reason, take such compensatory day off within the thirty (30) day time frame, he/she shall be paid for such hours at double their regular rate of pay.

Section 7.2

When school is in session on a day upon which a holiday is celebrated, another day mutually agreed upon will be substituted on an individual employee basis, such compensatory day to be taken within ninety (90) days. In the event the employee cannot, for any reason, take compensatory day off within the ninety (90) day time frame, he/she shall be paid for such hours at double their regular rate of pay.

Section 7.3

Whenever any of these holidays shall occur while an employee is out on sick leave, the employee shall be granted an additional day off at a time mutually agreeable to the immediate supervisor and such holidays shall not be charged to sick leave.

Section 7.4

When a holiday occurs during regular vacation, said holiday shall not be charged against the employee's earned vacation time. The employee shall be granted an additional day.

Section 7.5

To be eligible for holiday pay, an employee must work his/her last regularly scheduled day before the holiday and the next regularly scheduled day after the holiday, unless otherwise prevented for good cause.

Section 7.6

When a holiday occurs during regular vacation, said holiday shall not be charged against the employees' earned vacation time. The employee shall be granted an additional day off at a time mutually agreeable with the immediate supervisor within ninety (90) days.

Section 7.7

All twelve (12) month employees shall be granted the following holidays with pay:

Labor Day	Christmas Day
Yom Kippur or Columbus Day	Day after Christmas
New Year's Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Martin Luther King Day
Memorial Day	Christmas Eve
Juneteenth	July 4th

As well as the following holidays if approved at the discretion of the Board of Education as a holiday during the school year:

Three Kings Day
Eid al-Fitr

- A. Any other day declared as a holiday by order of the Board of Education.
- B. Employees shall not *leave* sooner than one-half (1/2) hour after pupils leave.
- C. During the years when Yom Kippur falls on a Saturday or a Sunday, twelve (12) month employees will get Columbus Day off with pay in lieu of Yom Kippur.
- D. The Wednesday before Thanksgiving and the last school day before Christmas shall be a five (5) hour day for all personnel if employees are required to work that day.

Section 7.8

All ten (10) month employees shall be granted the following holidays with pay:

Labor Day	Christmas Day
Day after Christmas	New Year's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Good Friday
Martin Luther King Day	Memorial Day
Christmas Eve	Juneteenth*

*If school is in session.

As well as the following holidays if approved at the discretion of the Board of Education as a holiday during the school year:

Three Kings Day
Eid al-Fitr

- A. Any other day declared as a holiday by order of the Board of Education.

- B. The Wednesday before Thanksgiving and the last school day before Christmas shall be a five (5) hour day for all personnel if employees are required to work that day.
- C. Employees shall not leave sooner than one-half (1/2) hour after pupils leave.

ARTICLE VIII
VACATIONS

Section 8.1

All permanent twelve (12) month employees that have completed one (1) year of employment shall receive one (1) week of vacation with pay. Employees that have completed two (2) years of employment shall receive two (2) weeks of vacation with pay. After five (5) years of service, the employee shall receive three (3) weeks' vacation with pay. However, after three (3) years of service employees will receive one (1) extra day per year up to a total maximum of four (4) weeks and employees with fifteen (15) years of service shall receive one (1) additional vacation day per year up to a maximum of five (5) weeks. Years of employment shall be figured on the date of hire.

Section 8.2

Prorated accumulated vacation pay to the end of the preceding month shall be granted to an employee in the event he/she terminates his/her service with the Board, not to accumulate from year to year. In the event of an employee's death, his/her prorated accumulated vacation pay shall be paid to his/her estate.

Section 8.3

Vacations of less than three (3) days may be taken with at least twenty-four (24) hours' notice with the approval of the immediate supervisor; however, an exception can be made for a situation that qualifies for a FMLA leave. Vacations of three (3) or more consecutive days may be taken with at least one week's notice with the approval of the immediate supervisor.

Section 8.4

Vacation is approved by the administrative supervisor or designee based on the operational needs of the school system and may be taken any time during the year with the following understandings: If the nature of the work is such that it makes it necessary to limit the number of employees on vacation at the same time the employee with the earliest approved pre-arrangement shall be given his/her preference of vacation periods. However,

Section 8.6

When a twelve (12) month employee transfers to a ten (10) month position, he/she shall receive compensation according to vacation time earned as of the time of the transfer.

Section 8.7

When ten (10) month clerical employees move to 12 month clerical positions, they will be granted credit for purpose of vacation only on the basis of 5/6 of the allocation for each ten (10) months of employment.

ARTICLE IX
SICK LEAVE

Section 9.1

Sick leave is to be used only for the purpose of compensating an employee who is unable to attend to his/her regular schedule because of a bona fide illness:

- A. The sick leave plan shall be one and one-half (1-1/2) days per month. Employees hired on or after December 14, 2021, shall receive one (1) day per month.
- B. To accumulate to one hundred ninety-five (195) days. Employees hired after July 1, 1987 will have a maximum accumulation of one hundred (100) days sick leave.
- C. Upon retirement all employees will receive the following payment for any unused sick days:

10 years -10%
15 years -15%
20 years -23%
25 years -25%

Employees hired on or after January 1, 2016 shall not be entitled to payment for unused sick days upon retirement.

- D. Should an employee die while in the service of the Board of Education, the estate of the employee will be paid for the employee's sick leave based on the schedule outlined at Section 9.1 B above, except if the employee was hired after January 1, 2016, in which case, there shall be no payment of unused sick time to the employee's estate.
- E. When an employee uses his/her entire accumulation of sick leave he/she shall have the right to petition the Superintendent for an extension of said sick days.

Section 9.2

Sick Leave Bank

- 1 The Board of Education will cooperate in the establishment of Sick Leave Bank on a voluntary basis.
- 2 The Sick Leave Bank will not become effective unless there is participation by at least 50% of all classified employees.
- 3 Membership in the Sick Leave Bank is voluntary on the part of all members of UPSEU, Local 424 Unit 2 in the Hamden School System. Each participating member, upon initially enrolling in the Bank, shall contribute three (3) days of his/her accumulated sick leave.
 - a. Effective during school year 2014-2015, and each school year thereafter, to be eligible to initially enroll in the sick leave bank, an employee must have and contribute three (3) accrued sick days on the second Monday in October of the school year in which they apply. Specifically, even if an employee has three (3) accrued sick days during the enrollment period, if the employee does not have three (3) accrued sick days to contribute to the sick leave bank on the first Monday in October, (s)he will not be eligible to initially enroll in the sick leave bank during that school year.

- 4 Each member enrolled in the bank will continue to donate one day of his/her accumulated sick leave to the Bank in September of each year. If at the start of a school year the Bank contains 500 days or more, that year the enrolled member will not be assessed.
- 5 The Bank will not be depleted below a level of 100 days. If the Bank is depleted below 100 days, each participating member will be required to contribute an additional day at that time.
- 6 A participating member shall apply to the Superintendent or his/her designee, to withdraw days from the Sick Leave Bank. The Superintendent or his/her duly authorized designee, will require submission of medical proof of illness at any time a participating member utilizes the Sick Leave Bank, either by the member's own physician or by a physician named by the Hamden Board of Education, at its own expense.
- 7 Any member withdrawing his/her membership in the Sick Leave Bank will not be allowed to withdraw contributed days.
- 8 Participating members shall be permitted to withdraw from the Sick Leave Bank according to the following criteria:
 - a. Member must exhaust his/her own sick leave, vacations and personal days.
 - b. Member must be sick 30 consecutive working days before he/she is eligible to apply to the Sick Leave Bank.
 - c. Participating members shall be subject to the provisions of Section 8,1 of this contract.
9. Maximum withdrawal from the Sick Leave Bank per occurrence is 90 days for those participating members,
10. Members participating who withdraw from the Sick Leave Bank will not be required to replace these days except as any regular contributing member to the Bank,
11. A Committee consisting of two unit members selected by Local 424 Unit 2 and one delegate of the administration will be established to set up guidelines, review implementation and update procedures.

ARTICLE X

LEAVES OF ABSENCE

Section 10.1 - Bereavement Leave

An employee shall be granted three (3) days leave with pay for death in his/her immediate family. Such immediate family shall be defined as employee's father, mother, step-parent, spouse, brother, sister, child, step-child, and the mother, father, brother, sister of an employee's spouse, grandparents and grandchildren or any relative domiciled in the household of the employee. An additional two (2) days may be granted at the discretion of the Superintendent or his/her designee.

Section 10.2 - Jury Duty

An employee summoned for jury duty shall receive his/her actual regular weekly earnings and be required to turn over to the Board any amounts received from the court. The employee has the

responsibility to perform his or her regular duties when he/she is not actually required to be present at court.

Section 10.3 - Other Leaves of Absence

The Superintendent or his/her designee may grant leaves of absences for other purposes at his/her sole discretion.

ARTICLE XI **PERSONAL DAYS**

Section 11.1

Employees shall be entitled to three (3) personal days with pay per year. Every reasonable effort shall be made to provide prior notice five (5) days in advance of the personal day.

For newly hired employees and for the first calendar year of their employment, the three (3) personal days per year to which bargaining unit members are entitled under the collective bargaining agreement shall be earned as follows:

- I. A bargaining unit member employed as of January 1 shall earn one (1) personal day.
- II. A bargaining unit member employed as of May 1 shall earn one (1) personal day.
- III. A bargaining unit member employed as of September 1 shall earn one (1) personal day.

Under no circumstances shall a newly hired employee be entitled to more than three personal days during the first calendar year of employment.

Section 11.2

Personal days may not be used the day before or after a holiday or vacation without the permission of the administrative supervisor or designee,

Section 11.3

Personal days may not be used two (2) weeks prior to the start of the school year or during the last two (2) weeks of the school year without the permission of the Superintendent or his/her designee.

ARTICLE XII **WORKERS' COMPENSATION**

Section 12.1

- A. Workers' compensation shall be supplemented by the difference in the employee's regular pay for a period not to exceed twelve (12) months over a rolling two (2) year period of time.
- B. Any employee who was injured in the performance of his/her work and who is unable to subsequently perform the duties assigned to him/her prior to his/her injury or disability, shall be assigned to whatever other work with the department he/she is able to perform, and his/her compensation for such new work shall be no less than that which he/she would have received if he/she had continued to perform the work assigned to him/her prior to the injury or disability. The Board will determine, in its discretion, whether light duty work is available and also the length of time it is available. However, the Board's decision will not be made in an arbitrary

and capricious manner.

ARTICLE XIII
UNION REPRESENTATION

Section 13.1

The Board recognizes and will deal with designated officers and stewards of the Union in all matters related to grievances and interpretation of this Agreement.

Section 13.2

A written list of the officers, negotiating committee members and stewards shall be furnished to the Board in a timely fashion after their designation, and the Union shall notify the Board promptly of any change.

Section 13.3

The Board will agree to such reasonable arrangements as may be necessary by Union representatives to properly carry on their Union duties provided such duties cannot be performed during non-working hours.

Section 13.4

Any two (2) officers or stewards and any necessary witnesses of the Union required to attend any grievance or arbitration hearings shall suffer no loss of pay for such attendance nor reduction of authorized time.

Section 13.5

Five (5) members of the union designated as the negotiating committee shall suffer no loss of pay for time spent in contract negotiations.

Section 13.6

No more than two (2) members of the Union shall suffer no loss of pay for attendance of no more than twenty (20) cumulative days per year for attendance at State Conventions and conferences of the UPSEU.

Section 13.7

Employees who work nights will be permitted to attend regular monthly membership meetings with no loss of pay provided the work of the day is completed by the end of the work-shift. Employees must sign in and out and must return to work following the meetings.

Section 13.8

Officers of the Union will meet once a month with the Superintendent or his/her designee.

ARTICLE XIV
WAGES

Section 14.1

The wage scales for all classifications shall be those specified in Exhibit "A" of this Agreement. Employees will progress from step to step on their respective anniversary date.

Section 14.2

Upon execution for employees on the payroll and retroactive to July 1, 2024 – 2.5%
July 1, 2025 – 2.5%
July 1, 2026 – 2.6%

Section 14.3

Employees promoted to a higher classification shall be paid at the next highest pay rate in the higher classification salary schedule.

Section 14.4

There shall no pyramiding of overtime.

Section 14.5

Longevity payments shall be made once annually on the following basis to employees who meet the necessary qualification specified below:

Completion of seven (7) years	\$685
Completion of ten (10) years	\$795
Completion of fifteen (15) years	\$895
Completion of twenty (20) years	\$995

Employees hired on or after January 1, 2016, shall not be entitled to longevity payments.

Section 14.6

Wages shall be paid bi-weekly on Friday. The Board shall provide employees with the option of direct deposit.

Section 14.7

Vehicle expenses will be reimbursed at the rate authorized by the Internal Revenue Services when the use of an employee's personal vehicle is authorized by the Superintendent or his/her designee.

ARTICLE XV
HEALTH INSURANCE

Section 15.1

Each employee and his/her dependents shall be covered by the following insurance:

- A. Each employee and his/her dependents shall be covered by the medical plan as further described in Exhibit "B". Each employee and his/her dependents shall be covered by a HDHP with a \$2,000 deductible for individual coverage and a \$4,000 deductible for single plus one or family coverage, subject to the terms and conditions set forth in the Medical

Plan and in this Agreement (hereinafter, the "Medical Plan"). In July of each year, the Board will contribute 50% of the applicable deductible to an employee's HSA. The parties acknowledge that the Board's contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board's contribution will be prorated for new hires based upon the month in the fiscal year in which they are covered by the Medical Plan. Employees who choose to be covered by the HDHP, but legally cannot have an HSA, will be covered by an IRS approved Health Reimbursement Arrangement ("HRA"), meaning they will be reimbursed up to but not in excess of the amount of the Board's contribution to the applicable HDHP deductible, as set forth above, rather than receiving a payment towards an HSA.

- B. Full Service Dental Plan
- C. The Board agrees to provide for each employee a \$34,000.00 term life policy. Effective July 1, 2025, the term life policy will be increased to \$45,000.

Section 15.2

All participating employees will pay, on a pre-tax, basis, the following percentage of the premiums for the insurance described at Section 15.1 *above* as follows:

Upon execution	18.5%
July 1, 2024	18.5%
July 1, 2025	18.5%
July 1, 2026	18.5%

Section 15.3

Unemployment compensation shall be granted according to state regulations.

Section 15.4

The Board shall pay for the same Health Insurance *coverage* fees offered for *active* employees for all employees retired under the provisions of the Town Retirement Plan or Social Security with fifteen (15) or more years of service.

For such employees hired after July 1, 2000 the Board shall not pay for the retiree's spouse or dependents.

All employees who retire on or after July 1, 2014, shall pay the same percentage towards retiree health insurance as the percentage paid by active bargaining unit members at the time of the employee's retirement. Effective January 1, 2016, the retiree will be eligible to receive the insurance plan(s) set forth in Article XV, Section 15.1, which may change from time to time as a result of negotiations with the bargaining unit. All Medicare eligible retirees shall be required to access Medicare. The Board will reimburse the retiree for the cost of Medicare Part B within thirty (30) days of receiving the SSA -1099 Social Security Benefit Annual statement for Medicare Part B (from Social Security) with proof of the paid receipt.

Employees who choose to be covered by the HDHP offered to active bargaining unit members, but legally cannot *have* a HSA, will be *covered* by an IRS approved Health Reimbursement Arrangement ("HRA"); meaning they will be reimbursed up to but not in excess of the amount of the Board's contribution to the applicable HDHP deductible, as set forth above, rather than receiving a payment towards a HSA. Employees who retire prior to the end of this contract which expires on June 30, 2021, will receive no less than 50% of the applicable HDHP deductible for as long as the HDHP is offered to active bargaining unit employees.

Employees hired after July 10, 2018, shall not be eligible for retiree health benefits.

Section 15.5

Insurance coverage for all employees shall be twelve (12) months of the year.

Section 15.6

Employees who retire under the provisions of the contract will be permitted to purchase \$30,000.00 worth of life insurance.

Section 15.7

Employees may elect to waive all Medical coverage and in lieu thereof, to receive a payment of \$1,000.00. Payment to those employees waiving coverage will be made on a pro-rated basis each month during the school year. In order to be and remain eligible for this benefit the employee must waive all medical coverage through the Board of Education and/or the Town of Hamden. The employee may not receive spousal, dependent or any other medical coverage from or through the Board of Education and/or the Town of Hamden.

Where there is a change in an employee's status such as, but not limited to, change in the spouse's employment or changes in the spouse's benefit program, the waiver may, by written notice to the Board of Education, be revoked. Upon receipt of revocation of the waiver, coverage being offered to bargaining unit members shall be subject to any regulations or policy restrictions, including waiting periods which may then be in effect. Depending upon the effective date of coverage, appropriate financial adjustments shall be made between the employee and the Board so as to ensure that the pro-rated basis above was accurate.

Notice per above must be sent by June 15th of the previous school year.

Section 15.8

The Board reserves the right to change insurance carriers provided that the new coverage is comparable to the previous plan. Thirty (30) days prior to any changes, the Union shall be notified and provided with the changes for their review prior to implementation.

ARTICLE XVI
PENSION

Section 16.1

For bargaining unit employees hired before June 30, 2007, the Hamden Employees Retirement Plan ("the Plan") as enacted in 1969 and modified from time to time by collective bargaining agreements is incorporated herein by reference as part of this Agreement as long as the Retirement Plan includes Board of Education employees. Effective September 1, 2018, the Cost of Living Benefit will be the lesser of the Consumer Price Index or 1.75%, as calculated by the actuaries used by the Town for the Plan. Further, effective September 1, 2018, employees will contribute an additional .5% to the Plan or 8.5%. Effective July 1, 2019, employees will again contribute an additional .5% to the Plan or 9.0%. Bargaining unit employees hired after July 1, 2007 shall not be eligible to participate in the Hamden Employees Retirement Plan, but instead shall, if eligible, participate in the Connecticut Municipal Employees Retirement System ("CMERS").

The Plan will not be negotiated again until July 1, 2027.

ARTICLE XVII
DISCHARGE AND DISCIPLINE

Section 17.1

All disciplinary action shall be applied for just cause.

Section 17.2

All disciplinary action shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being applied.

Section 17.3

Disciplinary action shall include (a) a verbal warning; (b) a written warning; (c) a suspension without pay; and (d) discharge and shall normally follow this order unless the facts of the situation indicate an offense sufficiently serious to eliminate a step or steps listed above.

Section 17.4

All disciplinary action may be appealed through the established grievance procedure.

Section 17.5

In all cases of discharge or suspension the employee and the Union shall be notified immediately in writing stating the reasons.

Section 17.6

In all cases of written warnings, if there is no reoccurrence of the same incident within one year of the issuance of the warning, the adverse material related to that warning shall be removed from the employee's personnel file and shall not be referred to in future proceedings.

ARTICLE XVIII
GRIEVANCE PROCEDURE

Section 18.1

Definitions

Grievance shall mean a claim by an employee or a group of employees that there has been a violation, misinterpretation or misapplication of the Agreement, or of the rules, regulations, directives or policies of the Board.

Grievant is the person or persons making the claim, including the Local.

Party in Interest shall mean the person or persons making the claim, including the designated representative as provided for herein, any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

Days shall mean school days as defined by the school calendar during the academic year and thereafter work days.

Immediate Supervisor shall mean the building principal or designee.

Section 18.2

Grievances shall be processed as follows:

- A. Step 1 -If an employee has a Grievance, the employee shall file a written notice of Grievance with his/her immediate supervisor and/or principal within thirty (30) days of the event that creates the Grievance; and he/she and the Union Steward shall meet with the employee's immediate supervisor and/or principal within five (5) days of the filing of the grievance notice to discuss the grievance and possible resolution. The supervisor and/or principal shall notify the Union in writing of the results of the meeting within one day of such meeting.
- B. Step 2 -If the Grievance is not resolved at Step 1, the Grievance can be appealed to Step 2 within five days of the Step 1 disposition by filing the appropriate notice with the Superintendent. The Grievant and his/her Union representative shall meet with the Superintendent and/or his/her designee within five days of filing the Step 2 grievance. The Superintendent and/or his/her designee shall notify the Union in writing of the results of the meeting within five (5) days of the meeting.
- C. Step 3 -If the Grievance is not resolved at Step 2, the Grievance can be appealed within five (5) days of the Step 2 disposition by filing the appropriate notice with the Board of Education personnel committee.
 - 1 If the Grievance involved discipline, warning, suspension and discharge, the Grievant and/or his/her representative shall present his/her case to the Board of Education personnel committee within thirty (30) days of the filing of the Step 3 request. The Personnel Committee shall render a decision within thirty (30) days of the close of the meeting.
 - 2 If the Grievance does not involve discipline, the Grievance may be appealed by the Union pursuant to subsection 1 above or petition the State Board of Mediation and Arbitration under the expedited rules.
- D. Step 4 -If the Grievance is not resolved by the Personnel Committee of the Board of Education at Step 3, the Grievance may be appealed by the Union to Step 4 by requesting arbitration before the State Board of Mediation and Arbitration within thirty (30) days of notice of the Step 3 disposition.
- E. Representatives of the Union may be included at Step 3 of the grievance procedure.
- F. On any grievance where the principal, appropriate administrator, Superintendent or his/her designee, of the Board or its designee, fails to comply with the specified time limits, the Grievance shall be deemed to be advanced to the next step.
- G. Any grievance not first presented within the time periods set forth above shall be deemed waived and shall not be subject to the grievance procedure as set forth above, except if there is a written agreement signed by the Town and the Union to waive the time periods. A grievance not timely appealed in accordance with the time limits above shall be deemed resolved according to the last disposition of the matter.

Section 18.3

In no event will the Arbitrator be empowered to have authority to render an award which would add to, subtract from, modify, or alter any provision of this Agreement. The decision of the Arbitrator shall be final and binding to the extent permitted by law.

The arbitrator shall have the authority to order or deny reinstatement of an employee with or without back pay. In the event there is an award of any back pay, any earnings by the employee during this period of unemployment (including any unemployment insurance) shall be offset and deducted from this award. Employees who have been discharged shall have the duty to seek work so as to mitigate the claims of back wages. Their failure to do so shall be considered by the arbitrator.

Section 18.4

The parties UPSEU and the Hamden Board of Education agree that job reclassifications are necessary for employee career, mobility, job security and employee well-being. The Board also recognizes that identifying opportunities for improving the efficiency and effectiveness of public sector service through this system will not create layoffs or force bargaining unit members to be displaced from employment as a result of this process or be downgraded.

Section 18.5

Disputes over an employee's job classification shall be subject to the expedited arbitration system. Such dispute shall be filed at the local *level* and appealed directly by the UPSEU to the arbitrator with copies to the Superintendent of Schools and Board counsel.

Section 18.6

The parties agree to use their best efforts to resolve each grievance within six (6) months from date of filing. This procedure is not last best offer arbitration; any disputes that arise under this procedure the parties will *resolve* in an expeditious manner.

ARTICLE XIX
NO STRIKE/NO LOCKOUT

Section 19.1

The Union agrees that during the life of this Agreement there shall be no strike, slowdown, suspension or stoppage of work in any part of the Board's operation by employees.

Section 19.2

The Board agrees that during the length of this Agreement there will be no lockout of its employees.

ARTICLE XX
PRIOR PRACTICE

Section 20.1

Nothing in this Agreement shall be construed as abridging any right, benefit, or privilege that employees *have* enjoyed heretofore, unless it is specifically stated that such practice has been

superseded by a *provision* of this Agreement.

ARTICLE XXI
SAVINGS CLAUSE

Section 21.1

In the *event* that a federal or state legislation, governmental regulations 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 XXII
DEDUCTION

Section 22.1

The employer agrees to deduct from the wages of any employee who is a member of the Union a political deduction as provided in a written authorization (Exhibit "F"). 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 employer and the Union. The employer agrees to remit any deductions made pursuant to this provision 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. Such remittance shall be sent directly to UPSEU, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779.

ARTICLE XXIII
CHILD BEARING LEAVE/FAMILY MEDICAL LEAVE

Section 23.1

Employees shall be entitled to child bearing/family medical leave in accordance with applicable state and federal statutes.

Section 23.2

Employees shall not be precluded from using accrued vacation or personal leave during periods of childbearing or family leave.

Section 23.3

In the event of the employee's disability, he/she shall provide a physician's statement that the employee is physically unable to return to work. Employees shall not be precluded from using accrued sick leave during period of childbearing leave, but such sick leave time shall be part of the period of eligibility for childbearing/family medical leave.

ARTICLE XXIV
REOPENER

Section 24.1

In the event either party to this agreement wishes to uphold that a change, addition, modification, correction or deletion in the agreement be made, the following procedure will be adhered to:

- A The party proposing the change, addition, modification, correction, or deletion shall reduce such to writing and mail it to the Board or Union as the case may be within a reasonable

time.

- B. Thereafter within a two-week period, a meeting of representatives of the party shall be held to discuss the matter. At this time, a requirement may be waived upon mutual agreement.
- C. If agreement is reached on the proposal, such will be reduced to writing and referred to the Board or Union for ratification with a recommendation of both parties if such ratification is necessary for implementation.
- D. In the event that no agreement is reached, it is understood that such matter is not subject to the arbitration procedures under the MERA, except that mediation can be utilized if both parties agree to mediation.

Section 24.2

Any agreed upon and ratified change, addition, modification, correction and/or deletion to this agreement shall become an addendum hereto and become a part hereof.

Section 24.3

Nothing herein shall require either party hereof to agree to any particular proposal submitted hereto. The obligation of both parties only is to discuss any proposal submitted pursuant to this provision.

ARTICLE XXV LABOR-MANAGEMENT MEETING

Section 25.1

It is understood that certain subjects of mutual concern shall be considered appropriate for ongoing discussion by representatives of the Union and the Board of Education.

Section 25.2

This committee shall consist of not more than six (6) members total from both sides. The Committee shall meet upon request of either party during normal business time with pay for purposes of attending and implementing results of the meetings.

Section 25.3

This committee shall not have the authority to negotiate additions to, subtractions from, or other modifications of this Agreement, unless ratified by both parties.

Section 25.4

The general guidelines are:

- 1 No grievances shall be discussed.
- 2 Topics that could lead to grievances may be discussed.
- 3 Each person wishing to speak will be recognized.
- 4 Each topic shall be discussed fully and action reached before proceeding to another topic.
- 5 Substitutes may not be used, except, other people can be invited to talk.

- 6 The chairmanship shall alternate monthly between the Union and the Board of Education.
- 7 Topics will be written as they are discussed and drafts of the minutes of meetings will be refined by one designated representative from each party. Minutes are not official unless they are voted by majority approval.
- 8 An agenda shall be submitted prior to the meeting; topics not on this agenda may be dismissed by mutual agreement.

ARTICLE XXVI
DURATION

Section 26.1

This Agreement shall be effective upon execution, and it shall remain in full force and effect until June 30, 2027, or any extension thereof.

Section 26.2

This contract will remain in full force during future negotiations until a new contract has been agreed to. It is noted that this paragraph has effect only when the contract has expired.

Section 26.3

Representatives of the Board will meet with representatives of the Union no later than February 1, 2027 to negotiate for a successor agreement.

This Agreement is made and entered into this 11 day of February, 2025.


HAMDEN BOARD OF EDUCATION

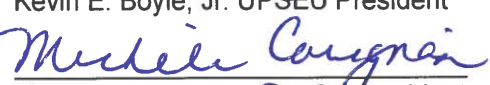
UNITED PUBLIC SERVICE EMPLOYEES
UNION

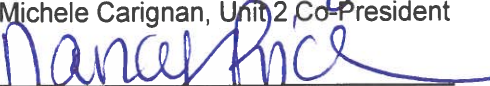



Board Chairperson


Gary Highsmith
Superintendent



Kevin E. Boyle, Jr. UPSEU President


Michele Carignan, Unit 2 Co-President


Nancy Price, Unit 2 Co-President


Daniel Bonfiglio, UPSEU Labor
Relations Representative

EXHIBIT A

2024-2026 Classified Salary Schedule

7/1/2024		2.50% Increase			7/1/2025			2.50% Increase			7/1/2026			2.60% Increase			
Class	Step 1	Step 2	Step 3	Class	Step 1	Step 2	Step 3	Class	Step 1	Step 2	Step 3	Class	Step 1	Step 2	Step 3		
Clerk 4	21.04	23.45	25.71	Clerk 4	21.57	24.04	26.35	Clerk 4	22.13	24.66	27.04						
Clerk 5	Step 1	Step 2	Step 3	Clerk 5	Step 1	Step 2	Step 3	Clerk 5	Step 1	Step 2	Step 3						
	21.82	24.42	27.03		22.37	25.03	27.71		22.95	25.68	28.432						
Clerk 6	Step 1	Step 2	Step 3	Clerk 6	Step 1	Step 2	Step 3	Clerk 6	Step 1	Step 2	Step 3						
	22.75	25.53	28.19		23.32	26.17	28.89		23.93	26.85	29.64						
Clerk 7	Step 1	Step 2	Step 3	Clerk 7	Step 1	Step 2	Step 3	Clerk 7	Step 1	Step 2	Step 3						
	23.67	26.62	29.38		24.26	27.29	30.11		24.89	28.00	30.89						
Clerk 8	Step 1	Step 2	Step 3	Clerk 8	Step 1	Step 2	Step 3	Clerk 8	Step 1	Step 2	Step 3						
	25.04	27.74	30.56		25.67	28.43	31.32		26.34	29.17	32.13						
Clerk 9	Step 1	Step 2	Step 3	Clerk 9	Step 1	Step 2	Step 3	Clerk 9	Step 1	Step 2	Step 3						
	25.80	28.88	31.82		26.45	29.60	32.62		27.14	30.37	33.44						
Clerk 11	Step 1	Step 2	Step 3	Clerk 11	Step 1	Step 2	Step 3	Clerk 11	Step 1	Step 2	Step 3						
	28.16	31.52	34.83		28.86	32.31	35.70		29.61	33.15	36.63						
Clerk 13	Step 1	Step 2	Step 3	Clerk 13	Step 1	Step 2	Step 3	Clerk 13	Step 1	Step 2	Step 3						
	31.03	34.45	37.84		31.81	35.31	38.79		32.64	36.23	39.80						
Aides	Start	Step 1	Step 2	Step 3	Step 4	Aides	Start	Step 1	Step 2	Step 3	Step 4	Aides	Start	Step 1	Step 2	Step 3	Step 4
	23.08	24.24	25.29	26.63	27.96		23.65	24.85	25.92	27.30	28.66		24.26	25.6	26.59	28.01	29.41

EXHIBIT B

Your summary of benefits



Anthem® Blue Cross and Blue Shield

Your Plan: HAMDEN:TOWN AND BOARD OF EDUCATION (Non Med Wrap): Anthem Century Preferred PPO HSA PS CSV

Your Network: Century Preferred

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	\$2,000 person / \$4,000 family	\$2,000 person / \$4,000 family
Out-of-Pocket Limit	\$4,000 person / \$6,850 family	\$4,000 person / \$8,000 family
The family deductible and out-of-pocket maximum are non-embedded meaning the cost shares of all family members apply to one shared family deductible and one shared family out-of-pocket maximum. The individual deductible and individual out-of-pocket maximum only apply to individuals enrolled under single coverage.		
Preventive Care / Screening / Immunization	No charge	20% coinsurance after deductible is met
<u>Doctor Home and Office Services</u>		
Primary Care Visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Specialist Care Visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Routine Prenatal Care	No charge	20% coinsurance after deductible is met
Routine Postnatal Care	No charge	20% coinsurance after deductible is met
<u>Other Practitioner Visits:</u>		
Retail Health Clinic	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. Independent licensee of the Blue Cross and Blue Shield Association. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Questions: (888) 224-4896 or visit us at www.anthem.com

CT/LG/HAMDEN:TOWN AND BOARD OF EDUCATION (Non Med Wrap): Anthem Century Preferred PPO HSA PS CSV/5E9C/07-01-2021

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>On-line Visit <i>Includes Mental Health and Substance Abuse Live Health Online is the preferred telehealth solution. (www.livehealthonline.com).</i></p> <p>Manipulation Therapy <i>Coverage is limited to 50 visits per benefit period. (Chiropractic, PT, OT, ST combined).</i></p> <p>Acupuncture</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p><u>Other Services in an Office:</u></p> <p>Allergy Testing</p> <p>Chemo/Radiation Therapy</p> <p>Dialysis/Hemodialysis</p> <p>Prescription Drugs - <i>Dispensed in the office</i></p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p><u>Diagnostic Services</u> Lab:</p> <p>Office</p> <p>Freestanding/Site of Service Lab</p> <p>Outpatient Hospital</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p>X-Ray:</p> <p>Office</p> <p>Freestanding/Site of Service Radiology Center</p> <p>Outpatient Hospital</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Advanced Diagnostic Imaging:</p> <p>Office</p> <p>Freestanding/Site of Service Radiology Center</p> <p>Outpatient Hospital</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p><u>Emergency and Urgent Care</u></p> <p>Urgent Care</p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p>Emergency Room Facility Services</p> <p>Emergency Room Doctor and Other Services</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>Covered as In-Network</p> <p>Covered as In-Network</p>
<p><u>Ambulance</u></p>	<p>0% coinsurance after deductible is met</p>	<p>Covered as In-Network</p>
<p><u>Outpatient Mental/Behavioral Health and Substance Abuse</u></p> <p>Doctor Office Visit</p> <p>Facility Visit:</p> <p>Facility Fees</p> <p>Doctor Services</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p><u>Outpatient Surgery</u></p> <p>Facility Fees:</p> <p>Hospital</p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p>Freestanding Surgical Center</p> <p>Doctor and Other Services:</p> <p>Hospital</p> <p>Freestanding Surgical Center</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p><u>Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):</u></p> <p>Facility Fees</p> <p>Doctor and other services</p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p><u>Recovery & Rehabilitation</u></p> <p>Home Health Care <i>Coverage is limited to 200 visits per benefit period.</i></p>	<p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p>
<p>Rehabilitation services:</p> <p>Office <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, speech therapy, and manipulative treatment is limited to 50 visits combined per benefit period.</i></p> <p>Outpatient Hospital <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, speech therapy, and manipulative treatment is limited to 50 visits combined per benefit period.</i></p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>
<p>Cardiac rehabilitation</p> <p>Office <i>Coverage is limited to 36 visits per benefit period.</i></p> <p>Outpatient Hospital <i>Coverage is limited to 36 visits per benefit period.</i></p>	<p>0% coinsurance after deductible is met</p> <p>0% coinsurance after deductible is met</p>	<p>20% coinsurance after deductible is met</p> <p>20% coinsurance after deductible is met</p>

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Skilled Nursing Care (facility) <i>Coverage is limited to 100 days per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospice	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Durable Medical Equipment	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prosthetic Devices	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Pharmacy Deductible	Combined with medical deductible	Combined with medical deductible
Pharmacy Out of Pocket	Combined with medical	Combined with medical
Prescription Drug Coverage <i>National Drug List</i> <i>This product has a 34-day Retail Pharmacy Network available. A 34 day supply is available at most retail pharmacies.</i>		
Tier 1 - Typically Generic <i>34 day supply (retail pharmacy). 100 day supply (home delivery).</i>	\$0 copay per prescription after deductible is met (retail and home delivery)	20% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 2 – Typically Preferred Brand <i>34 day supply (retail pharmacy). 100 day supply (home delivery).</i>	\$0 copay per prescription after deductible is met (retail and home delivery)	20% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 3 - Typically Non-Preferred Brand <i>34 day supply (retail pharmacy). 100 day supply (home delivery).</i>	\$0 copay per prescription after deductible is met (retail and home delivery)	20% coinsurance after deductible is met (retail) and Not covered (home delivery)

Notes:

- Your copays, coinsurance and deductible count toward your out of pocket amount.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

Language Access Services:

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (888) 224-4896

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (888) 224-4896.

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (888) 224-4896:

Chinese(中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電(888) 224-4896。

Farsi (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه‌ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره (888) 224-4896 تماس بگیرید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (888) 224-4896.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (888) 224-4896.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (888) 224-4896.

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(888) 224-4896 にお電話ください。

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(888) 224-4896로 문의하십시오.

Language Access Services:

Navajo (Diné): Dii naaltsos biká'ígúí lahgo bina'idilkidgo ná bohónéedzà dóó bee ahóót'i' t'áá ni nizaad k'ehjí bee níl hodoonih t'áadoo bą́ąh ilinígóó. Ata' balne'ígúí la' bich'i' hadeesdzh nínizingo kojí' hodiilnih (888) 224-4896.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (888) 224-4896.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਬਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (888) 224-4896 ਤੇ ਕਾਲ ਕਰੋ।

Russian (Русский): Если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (888) 224-4896.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (888) 224-4896.

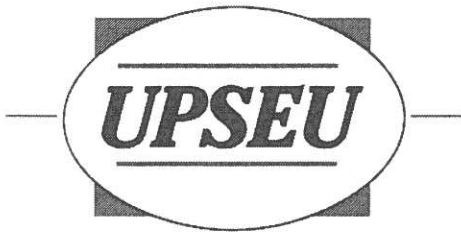
Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (888) 224-4896.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (888) 224-4896.

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

EXHIBIT C



UNITED PUBLIC SERVICE EMPLOYEES UNION

1 WEST MAIN STREET • PO BOX 2 • CLINTON • CT • 06413

(860) 669-2128 • Fax: (860) 669-2439

www.upseu.org • upseu.clinton@upseu.org

Dear UPSEU Member,

Welcome to the UPSEU family!

Please [click here \(www.upseu.org\)](http://www.upseu.org) to fill out our Union Membership Application. The membership application must be completed in order to receive your Union Membership Card and other benefits that we offer our members.

Those benefits include an AD&D (Accidental Death and Dismemberment) form found on the next page. The AD&D form is an optional benefit that will provide up to \$10,000 at no cost to you in the event of accidental death or dismemberment. If you decide to accept this benefit, be sure to fill out the entire form and sign your name where indicated. Please return to your Union representative or mail to our office at **UPSEU, P.O. Box 2, Clinton, CT 06413**. This form will become effective April 1, following the date of your employment.

Also included are flyers regarding benefits you are entitled to receive as a UPSEU member.

If you have any questions or concerns regarding UPSEU, please feel free to call our office at 860-669-2128.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald Suraci", written in a cursive style.

Ronald Suraci
Regional Director