AGREEMENT BETWEEN

THE DARIEN BOARD OF EDUCATION AND

NUTMEG INDEPENDENT LABOR UNIONS - DARIEN BOE PARAPROFESSIONALS, INSTRUCTIONAL AIDES, AND CAMPUS MONITORS' UNION

Expires June 30, 2029

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THIS AGREEMENT is made between the DARIEN BOARD OF EDUCATION (hereinafter referred to as the "Board") and NUTMEG INDEPENDENT LABOR UNIONS - DARIEN BOE PARAPROFESSIONALS, INSTRUCTIONAL AIDES, AND CAMPUS MONITORS' UNION (hereinafter referred to as the "Union" and or "Nutmeg").

ARTICLE I RECOGNITION

Section 1. Recognition/Bargaining Unit. Pursuant to the recognition agreement entered into between the Board and before the Connecticut State Board of Labor Relations, as amended, and for the purposes of bargaining collectively with respect to wages, hours and other conditions of employment within the meaning of Section 7-471 (3) of the Municipal Employee Relations Act, the Board hereby recognizes the Union as the exclusive representative for Paraprofessionals, Instructional Aides, and Campus Monitors employed by the Board, but excluding all other employees of the Board such as, but not limited to, supervisors, temporary employees, part-time employees regularly assigned to work less than twenty (20) hours per week, professionals, and confidential employees (i.e. the secretary to the Superintendent, the Assistant Superintendents, the Director of Finance and the Human Resources Coordinator).

Section 2. Definitions. (a) The term "Employee(s)" as used in this Agreement is hereby defined to mean only those employees of the Board who are included in the bargaining unit described in Section 1 above.

(b) The term "Administrator" as used in this Agreement is hereby defined to mean any supervisor employed by the Board who supervises Employees.

ARTICLE II BOARD RIGHTS

The Board shall continue to have the exclusive right, power and authority to exercise all the rights and privileges related to the management of the schools and direction of its Employees which it had the right, power and authority to exercise prior to the negotiation and execution of this Agreement, except as, and only to the extent that, such rights, powers and authority are specifically limited by the express provisions of this Agreement.

ARTICLE III REGULAR HOURS OF WORK

Section 1. Regular Workday/Week. The regular hours of work shall be as follows:

Position	Hrs/Regular Workday	Hrs/Regular Workweek	Days/Regular Work Year
Paraprofessionals	6½ hours	32½ hours	183
Campus Monitor	8.0 hours	40 hours	183

All of the above is exclusive of an unpaid lunch period of thirty (30) consecutive minutes, which shall not occur earlier than 9:30 a.m. for more than two days per week.

Section 2. (a) Employees. The regular work year shall begin no earlier than two (2) regular workdays prior to the opening of the school year for pupils and terminate the last day of school for students, inclusive.

Section 3. Work Schedule. The work schedule for each Employee shall be determined by the Administrator to whom the Employee directly reports.

Section 4. Time Documentation. Employees shall use the electronic time documentation system provided by the Board, and in the manner prescribed by the Board, to record the hours they actually perform work for the Board. Employees shall record all absences from work in the electronic absence management system provided by the Board, and in the manner prescribed by the Board, to record any absence from work and the reason for such absence.

ARTICLE IV HOURS WHEN SCHOOLS CLOSE FOR EMERGENCIES

When schools are closed due to hazardous weather conditions or other emergencies, the following procedures will be used in excusing or dismissing Employees:

(a) Announcement of the Administration's decision for emergency school closings shall be made via the District web site, email, text message and voicemail, provided that the Employee has provided the Board with the appropriate contact information.

(b) Employees shall not report to work on days when schools are closed for emergencies. If there is a delayed opening or an unscheduled early dismissal of school, employees shall be paid for their regular hours.

(c) When schools have a delayed opening for pupils, Employees are expected to report to work at their regular work time, or as soon as safely possible.

(d) When schools are dismissed early for an emergency, and announcement of such early dismissal has been made by the Administration, Employees are expected to remain at work until dismissed by direction of the Superintendent.

ARTICLE V HOLIDAYS

Section 1. Employees shall not be required to work, and shall not be paid for, recognized holidays which fall within their respective regular work years. Notwithstanding the foregoing, should an employee be required to work on a day recognized as a state or federal holiday by the state of Connecticut or the federal government, then such employee shall be paid at a rate of time and one half for each hour or part thereof worked on such day. Any employee required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day shall be paid at double time his or her regular rate of pay. For the purposes of this Section 1, "required" shall mean that the Employee is not given the option of refusing to work.

Section 2. Christmas Eve Day: When Christmas Eve Day falls on a regular workday, all Employees scheduled to work that day shall be dismissed no later than 2:00 p.m.

ARTICLE VI VACATIONS

Section 1. Employees shall not normally be required to work on student vacations that fall within their respective regular work years. Such Employees required to work on student vacations shall either be paid for such work at their regular straight-time hourly rates (or at one and one-half times such rates for time worked in excess of thirty-seven and one-half (37½) hours in that payroll week), respectively, or shall, at the option of the Director of Human Resources or his or her designee, receive compensatory time off as provided in Section 3(b) of Article VII. Employees will be given as much advance notice as practicable if they are required to work during student vacation periods.

ARTICLE VII COMPENSATION

Section 1. (a) Regular Pay. Regular straight-time hourly rates of pay at which regular full-time Employees are paid for the work they perform under this Agreement are set forth on Appendix A attached hereto. Except as otherwise provided, any retroactive payments due under this Agreement will be made only to eligible Employees who are on the regular active payroll as of the effective date of this Agreement. Effective July 1, 2011 all Employees will be required to have direct deposit.

(b) Starting Pay. Any Employee newly hired on or after the effective date of this Agreement may be paid at a regular straight-time hourly rate of pay that is no more than ten percent (10%) less than the regular straight-time hourly rate for the position for which he or she is hired, as set forth on Appendix A, provided that upon successful completion of the Employee's probationary period of employment, the Employee's regular straight-time hourly rate of pay shall be increased to the then-applicable regular straight-time hourly rate set forth on Appendix A.

Section 2. (a) Per Diem. The Employee's per diem will be used to calculate pay for each personal leave day and sick leave day.

(b) Per Diem Computation. Per diem shall be calculated by multiplying the Employee's regular straight-time hourly rate of pay by the number of regular hours of work in his or her normal daily work schedule at the time the calculation is made.

Section 3. (a) Overtime Pay. Each Employee, other than campus monitors, will be paid at his or her regular straight-time hourly rate of pay for all time he or she works up to thirty-seven and one-half (37½) hours in a payroll week and at a rate equal to one and one-half (1½) times his or her regular straight-time hourly rate (the "overtime rate") for all time he or she works (A) in excess of thirty-seven and one-half (37½) hours in a payroll week or (B) for all Employees, including Campus Monitors, on Saturdays, Sundays and holidays recognized by this Agreement for which the Employee is eligible for holiday pay, except where double pay shall be provided as set forth in Article V, Section 1. There will be no pyramiding of overtime or premium pay, provided that pay for approved hours worked on recognized holidays shall be paid in addition to the regular holiday pay for which the Employee is eligible.

Each Campus Monitor will be paid at his or her regular straight-time hourly rate of pay for all time he or she works; and at a rate equal to one and one-half (1½) times his or her regular straight-time hourly rate (the "overtime rate") for all time he or she works (A) in excess of forty (40) hours in a payroll week. For purposes of overtime calculation, authorized absences utilizing sick, personal, vacation, or holiday time shall be counted as "hours worked" for Campus Monitors only.

Overtime for Campus Monitors will be assigned as follows: Campus Monitors will be called to work overtime on a rotating basis with the most senior member in a building being asked first, and then the next senior member being asked. As future overtime opportunities arise within the same building, the same process will be used until all Campus Monitors working in the same building have had an opportunity to work overtime. Once the seniority list has been exhausted in a building, and there is still a need for additional Campus Monitors, the most senior Campus Monitor in all remaining buildings will be offered the opportunity to work overtime, and then the next senior Campus Monitor on a rotating basis shall be asked until the seniority list has been exhausted.

Section 4. Authorization. No overtime shall be worked unless authorized in advance by the Director of Finance. When an emergency situation requires the Employee to work overtime, the overtime may be authorized subsequent to the event, rather than in advance, by the Director of Finance or, in the absence of the Director of Finance, by the Principal of the school at which the emergency arose.

Section 5. Toileting: Paraprofessionals who, as part of their normal duties, work with a student(s) seven (7) years of age or older, who requires consistent, daily toileting, shall receive a **one thousand dollar ($1,000)** stipend. The stipend shall be paid once per year that the paraprofessional is required to fulfill these duties. If a paraprofessional is required to fulfill these duties for less than a full school year, the stipend shall be prorated. The stipend shall not be paid for performing such duties on an intermittent, temporary basis due to the absence of a bargaining

unit member. The Assistant Superintendent for Special Education and Student Services shall determine which paraprofessionals are eligible for this stipend.

Section 6. **Coverage** Pay. Any employee who performs **coverage duties in the role of a substitute teacher in place of an absent teacher for any time period in excess of two hours per day, shall be paid $15 per hour for all hours worked in the role of substitute teacher for each such day. Such pay shall be prorated with respect to any portion of an hour worked in excess of the two hours stated herein. No coverage pay shall be provided for paraprofessionals assigned to classrooms in which a substitute teacher is assigned in the absence of the regularly assigned teacher.**

Section 7. Extracurricular Stipends.

Each employee who performs any duty at an extra-curricular event including but not limited to athletic events, plays, musical exhibitions, and after-school events shall be paid the following extra-curricular stipends:

Effective July 1, 2026 (Year 1):	**$95.00 per event**
Effective July 1, 2027 (Year 2):	**$100.00 per event**
Effective July 1, 2028 (Year 3):	**$105.00 per event**

Notwithstanding the foregoing, any employee who performs any duty at a high school football game shall be paid a stipend of $125.00 for all three years of the contract. Each Campus Monitor who performs campus monitor duties at the annual Darien High School Thanksgiving Football Game shall be paid $175.00.

Additionally, if a Campus Monitor is assigned to crowd control for a game and is then reassigned to other duties (e.g., operating the scoreboard, keeping the book, selling tickets), the Campus Monitor shall receive the crowd control rate for that assignment regardless of the actual duty performed.

Section 8. **Attendance Incentive. Employees who use two (2) or fewer sick/personal days and no other paid or unpaid leave days from the commencement of the contract year through January will receive a bonus of $500. Employees who use two (2) or fewer sick/personal days and no other paid or unpaid leave days from January through June will receive an additional $500 bonus.**

Section 9. **RBT Certified Paraprofessional Stipend. Paraprofessionals who hold Registered Behavior Technician (RBT) certification as of the date of union ratification of this Agreement (June 8, 2026) shall receive a one-time payment of $1,500, to be paid no later than the final day of the 2023–2026 collective bargaining agreement.**

ARTICLE VIII LEAVES

Section 1. (a) Sick Leave. Employees shall earn sick leave days on the following basis:

(1) Employees shall earn 1.25 sick leave days per month worked up to a maximum of 12.5 sick leave days per fiscal year.

(b) Accumulation. Unused sick leave days may be accumulated up to a maximum of one hundred fifty (150) days.

(c) Application. An Employee prevented by illness or other medical disability from reporting to work as scheduled may apply his or her unused accumulated sick leave days to such absences until the illness or disability ends or until his or her unused accumulated sick leave days are exhausted, whichever sooner occurs. The Superintendent, or his/her designee, may require an employee who misses five (5) or more consecutive days to present a medical certificate in order to be paid for said extended sick time absence. Upon notification of suspected sick leave abuse, the Superintendent or his/her designee may require a medical certification in cases of absences of shorter duration.

() **d)** Non-Birth Parental Leave. Within the first four weeks of the birth or adoption of an infant child, an Employee who is the non-birthing parent, shall be eligible to use fifteen (15) consecutive days of accumulated sick leave for purposes of bonding with or caring for the child and/or caring for the birthing parent within three months of such birth or adoption.

(e) Connecticut Paid Sick Leave. The parties agree that sick leave provided to employees through the Connecticut Paid Sick Leave statute is concurrent with contractual sick time and not in addition to contractual sick time.

Section 2. (a) Personal Leave. Each regular full-time Employee shall have up to a maximum total of four (4) days "Personal Leave" per regular work year

. Personal leave may be taken with no reason required, subject to the following condition: personal leave taken on Mondays or Fridays during the months of May and June shall require a reason, and may not be used to extend a vacation period, except in circumstances such as a wedding or similar occasion.

Only employees who have successfully completed their probationary period of employment are eligible to take personal days.

(b) Requests. All requests for personal leave shall be signed off by the administrator and forwarded to the Director of Human Resources for approval.

Except as provided in Section 2(a) above regarding personal leave taken on Mondays or Fridays in May or June, employees shall not be required to state a reason for personal leave. Personal leave may not be taken immediately before or after a holiday or vacation, except as provided in Section 2(a) above.

Except for an emergency, it is mandatory that the employee submits the Personal Leave Request Form five (5) work days prior to the requested leave date to both the Administrator and Director of Human Resources. Failure to do so will result in a denial or the day will be taken without pay. All requests shall be submitted through the Board's on line absence management system.

(c) Use. **Personal days provided for in this Article shall be subject to the conditions set forth in Section 2(a) above.**

(d) Bereavement Leave. (1) Employees are entitled to five (5) consecutive work days funeral leave with pay in the event of the death of their parent, stepparent, child, stepchild, spouse, mother-in-law, father-in-law, grandparent, grandchild, sibling, brother-in-law, sister-in-law, daughter-in-law or son-in-law.

(2) Employees are entitled to one (1) work day funeral leave with pay in the event of the death of their aunt, uncle, cousin, niece or nephew.

(3) An employee may use a total of five (5) days per contract year of bereavement leave.

(4) An Employee may use up to five (5) days sick leave for each incident of bereavement leave in Section 2(d)(1) above when all bereavement leave time has been exhausted.

(5) At the discretion of the Director of Human Resources in consultation with the President of the Union, additional sick time may be used for Bereavement Leave when all Bereavement Leave time has been exhausted.

Section 3. Extension of Personal Leave. The Director of Human Resources may, upon request, in his or her discretion, grant additional leave with or without loss of pay beyond the aforesaid four (4) personal leave days provided for in Section 2 hereof in cases where he or she considers the need for such additional time to be based on extreme circumstances.

Section 4. (a) Leaves of Absence. An Employee may request a leave of absence without pay for a period of illness or medical disability which extends beyond his or her unused accumulated sick leave, or for compelling personal reasons which extend beyond his or her unused personal leave, provided the request for such a leave of absence is submitted in writing to the Director of Human Resources and includes a statement of the reason for the requested leave.

(b) Discretion of Director of Human Resources. Such a leave may be granted or denied at the discretion of the Director of Human Resources.

(c) Maximum Duration. Leaves granted pursuant to this Section 4 shall not exceed fifty (50) regular workdays (including paid holidays).

(d) During Leave. Any Employee who returns within the specified leave period shall not suffer a break in his or her continuous service but shall not earn sick leave or vacation time or be eligible for holiday pay for recognized holidays which fall during the leave period.

(e) Reinstatement. Upon return to work within the specified leave period, said Employee shall be reinstated in his or her former position, or in a substantially equivalent position for which the Employee is qualified.

(f) FMLA Conflicts. In the event a conflict exists between subsections (a) - (e) of this Section 4 and the Federal Family and Medical Leave Act of 1993 ("FMLA"), the FMLA shall control, but in no case will the level of benefits under this Agreement be diminished.

(g) Finality. Decisions of the Director of Human Resources regarding statutory or discretionary leave requests shall not be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

Section 5. Professional Leave. Time off without loss of regular pay may be granted to Employees to attend professional conferences with the approval of the Employee's Administrator, and such time off shall not be deducted from personal days or vacation time.

Section 6. Jury Duty Leave. Any Employee who is required to serve on a jury before a State or Federal tribunal during his or her regular work year shall be granted leave for this purpose, and such leave shall not be deducted from sick leave or personal days. Such Employee shall be made whole for regular take-home pay lost as a result of such service as a juror, and, for purposes of implementing this provision, the Board will continue to pay the Employee his or her full regular pay as usual, less normal deductions, for days absent from work for jury service, and the Employees shall promptly reimburse the Board in an amount equal to the full pay that the Employee receives from the court for service as a juror. Any Employee who is released from jury service early enough on any regular workday to report back to work shall notify his or her Administrator promptly upon such release and shall report to work promptly if directed to do so by such Administrator. If the Director of Human Resources decides that service as a juror would be a hardship to the work area to which the Employee is assigned or to the system as a whole, the Employee will cooperate with the Director of Human Resources in obtaining an excuse from jury service or a postponement of such service to a time when the hardship will be less.

Section 7. Statutorily Mandated Leaves. Each Employee will be permitted to be absent from work for reasons mandated by state and federal law, such as family and medical leave, jury duty and military duty. Claims that the Board or any of its agents violated any of such mandates shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 8. Application. Any leave or time off provided for under this Agreement will also be counted toward satisfying any statutorily mandated leaves of absence for which the contractual

leave qualifies, including, but not limited to, the federal Family and Medical Leave Act. Employees must substitute their unused sick and personal leave and unused vacation time for the first part of any leave taken under the FMLA. Any FMLA leave time remaining after such paid time is exhausted will be unpaid. Substitution of such paid leave time will not increase the amount of the FMLA leave available.

ARTICLE IX INSURANCE PROGRAM

Section 1. Medical Plan. The Board will make comprehensive group hospitalization and medical coverage, as described herein, available during the term of this Agreement to each eligible Employee who applies for it and to his or her eligible dependents. Covered services will be made available at a level that is substantially equivalent to the level of covered services available under the medical plan in effect as of the date on which this Agreement is signed (the "Medical Plan"), subject to the terms and conditions set forth in the Medical Plan and in this Article.

Section 2. Dental Plan. The Board will make comprehensive group dental insurance coverage available during the term of this Agreement to each eligible Employee who applies for it and to his or her eligible dependents. The plan will provide for 100% coverage under the full service portion, 80% coverage for additional basic and oral surgery and 50% for Periodontal and Prosthodontics with a **$2,500** maximum for each person for each calendar year. Orthodontics has a **$1,500** lifetime maximum at 60% payment. The specific terms of the dental plan are found in the summary plan document.

Section 3. Vision Plan. The Board will make the Vision Service Plan (VSP) available during the term of this Agreement to each eligible Employee who applies for it.

Section 4. High Deductible Health Plan/Health Savings Account Plan. The Board of Education will offer the High Deductible Health Plan/Health Savings Account Plan.

(a) The primary medical plan will be the high deductible health plan with a single person deductible of **$3,000** and a two person & family deductible of **$6,000**, as outlined in Appendix B of the contract.

(b) The Board will pay 50% of the HDHP/HSA deductible during the first week of July each year of the contract.

(c) Payments after deductible met at 100% in network and 70% out of network.

(d) Prescription Drug Coverage. The following co-pay program for covered prescription drugs after the HSA/HRA deductible is met.

At retail for dosages up to thirty-four (34) days:

Generic	$10.00
Formulary:	$35.00

Non-formulary	$40.00

Via Mail Order for dosages up to ninety (90) days: 2X Retail Co-Pays

Prescription Drug Prior Authorization. The Board agrees to include prescription drug prior authorization coverage consistent with the terms and conditions of the medical plan.

If an employee is precluded from fully participating in the Health Savings Account because he or she does not meet the minimum requirements of federal tax laws and/or regulations, the Board shall provide the employee with access to a Health Reimbursement Account (HRA). The Board's annual contribution to the HRA shall not exceed its annual contribution to the HSA, based on the employee's coverage.

Section 5. (a) Means Of Providing Covered Service And Terms. The Board may self-insure the Medical, Dental, Vision, Long Term Disability and/or other Plans described herein in whole or in part or, upon termination of an insurance contract with any carrier, may enter into an insurance contract with the same or a different carrier to provide covered services at a level substantially equivalent to the level of covered services in effect on the date this Agreement is signed. The Board will provide the Union with as much advance notice as practicable of its plan to change the means by which it provides such covered service or to self-insure, which, under normal circumstances, shall be not less than sixty (60) days in advance.

(b) Deductible, Coinsurance, Co-pay Requirements. Covered individuals must meet any and all deductible, coinsurance and/or co-pay requirements set forth in the Medical and/or Dental Plans, whether established by the Board's primary carrier, in an available alternate plan to which the Employee subscribes and/or by the care/service provider.

(c) Cost Containment. Covered individuals must comply with any and all of the requirements set forth in the Medical and/or Dental Plans, an available alternate plan to which the Employee subscribes and/or by the care/service provider concerning pre-certification, pre-admission testing, utilization review, second opinions and other such cost control and utilization monitoring provisions.

Section 6. Long Term Disability Plan. Long Term Disability coverage will be provided for each Employee with five (5) or more years' credited service as an Employee in the Darien School System. The Board will pay 80% of the premium. Such coverage will provide disability benefits for each such Employee who is totally and permanently disabled under terms and conditions normally found in policies providing such coverage, as follows:

(a) 60% of the Employee's regular monthly compensation, as of the last day worked, up to a maximum monthly disability payment of $1,500 for ten-month Employees.

(b) Monthly disability payments will begin with the seventh (7th) month following the month in which the disability occurs and will continue to be made each month thereafter during the period of disability until the Employee ceases to be totally and permanently disabled, dies, reaches age 65, or becomes eligible for full retirement benefits under the Town of Darien Municipal Employees' Retirement Plan, whichever occurs first.

(c) Monthly benefit payments will be reduced by any amount paid the Employee through workers' compensation, social security and any other offset normally found in long term disability policies.

Section 7. Costs of Coverage. The Board and each covered Employee will share the cost of the Medical Plan and Dental Plan coverage, as described above, that the Employee elects for him- or herself and his or her dependents from among the coverage that the Board makes available, as described below.

EFFECTIVE DATE	BOARD'S PREMIUM SHARE
Effective July 1, 2026 through June 30, 2029	**Seventy-nine percent (79%)**

Section 8. Life Insurance. The Board will provide group term life insurance coverage for each eligible Employee in an amount equal to two (2) times his or her regular straight-time annualized pay. Employees will not be required to contribute to the premium for such coverage.

Section 9. General Provisions. Plan Year. (a) "Plan Year", as used in this Article, is hereby defined as the Board's fiscal year (July 1 - June 30). The Board will notify the Union President of any change in Plan Year.

(b) Eligible Dependents. No Employee may extend to his or her dependents coverage under any of the Plans provided by this Agreement unless the Employee is covered by such plans.

(c) Change of Insurance Carrier. The Board shall have the sole discretion to choose its primary carrier, to change carriers and/or to self-insure in whole or in part, provided that the level of covered services are not significantly diminished.

(d) Disputes Relating to Benefits. Eligibility for benefits shall be determined exclusively in accordance with the provisions of the respective insurance contracts acquired by the Board to provide covered services, and any dispute relating to eligibility for or the amount of covered services or benefits in any individual case shall be processed by the Employee directly with the respective insurance carrier and shall not subject the Board to any claim in any forum. In no event shall the Board be considered to be an insurer or a guarantor of any covered services or benefits.

Section 10. Auto Vandalism. The Board will reimburse each Employee up to a maximum of $500 (or such lesser amount that is equal to the deductible under the Employee's own automobile insurance policy) for damage to his or her automobile caused by vandalism while the automobile was parked on school property at a time when the Employee was engaged in performing his or her job responsibilities.

Section 11. Retirees. Upon retirement, a full-time employee employed before July 1, 2018 with at least ten (10) years of continuous service who is 62 or over age or eligible for the Town Retirement Plan's Rule of eighty (80) shall receive a one-time payment of $10,000.

Section 12. Dependent Care and Limited Purpose Reimbursement Account Plan. Effective July 1, 2017, the Board will make available to covered employees a Dependent Care and Limited Purpose Reimbursement Account Plan in accordance with and subject to the provisions of Section 125 of the Internal Revenue Code.

ARTICLE X VACANCIES

Section 1. Bargaining Unit Vacancies. Notice of all available vacancies in bargaining unit positions and new bargaining unit positions established by the Board during the term of this Agreement will be posted electronically on the website of the Board and via email to members of the union with an electronic copy sent to the Unit President at least five (5) regular workdays prior to the closing date for filing applications.

Section 2. Consideration of Applicants. Qualified Employees who apply for such vacancies within the time period for filing applications for such vacancies shall be given first opportunity to fill such position before applicants who are not Employees.

Section 3. Candidate Selection. In choosing the most qualified candidate for an available vacancy, the Board shall take into account required qualifications, prior evaluations of performance, and an interview of the candidate by the prospective Administrator and a member of the Personnel Office. If two or more candidates are equally qualified in the reasonable judgment of the Board, length of service in the Darien School System shall be taken into consideration.

Section 4. Voluntary Transfers: Any employee wishing to transfer to another school or assignment must file such request with the Personnel Office prior to April 30th of each year. Written notice of transfer shall be provided to each Employee not later than two (2) weeks prior to the start of the school year. The Board will make every effort to honor the requests. Reasons for not honoring the requests for transfer shall be given to the Employee in writing. Voluntary transfers will be made at the beginning of each school year.

Section 5. Involuntary Transfers. (a) The Board will notify the Unit President(s) of all involuntary transfers. Employees who are involuntarily transferred shall be provided written notice of transfer no later than two (2) weeks prior to the start of the school year unless emergency circumstances or a change in student placement or student need prevent such prior notice. Upon request, any employee who is involuntarily transferred shall meet with the Superintendent or his/her designee regarding the transfer and shall be provided reasons for the transfer at the meeting as long as it does not breach student confidentiality.

(b) When reduction in the number of employees within a job classification (i.e. Paraprofessional, Campus Monitors) to be assigned to a school is necessary:

(i) Volunteers shall be transferred first;

(ii) Transfers will then be based upon inverse order of seniority within a job classification (i.e. Paraprofessional, Campus Monitors) subject to the skills of the staff and the needs of the students;

(iii) Involuntary transfers will be to comparable positions.

Section 6. Summer School Positions.

(a) All paraprofessional summer school positions shall be offered to paraprofessionals within the bargaining unit first on a first come first serve basis, except that the Superintendent or his/her designee shall have absolute discretion to consider the Paraprofessional's attendance during the regular work year in awarding such positions. In placing paraprofessionals in available positions, including tutoring, every effort will be made to place the paraprofessional currently assigned to a student during the school year with that student during the summer school sessions.

(b) Applications for paraprofessional summer school positions shall be made available to paraprofessionals within the bargaining unit via e-mail no later than February 15th of each year. Summer school positions shall be offered no later than May 15th of each year.

(c) All Campus Monitor summer school positions shall be offered to Campus Monitors within the bargaining unit on a first come first serve basis, except that the Superintendent or his/her designee shall have absolute discretion to consider the Campus Monitor's attendance during the regular work year in awarding such positions.

(d) Applications for Campus Monitor summer school positions shall be made available to Campus Monitors within the bargaining unit via e-mail no later than February 15th of each year. Summer school positions shall be offered no later than May 15th of each year.

ARTICLE XI RETIREMENT PLAN

All eligible Employees shall be covered by the Town of Darien Municipal Employees Retirement Plan ("Retirement Plan"), or any other retirement plan adopted by the Town of Darien, as well as the Social Security Retirement Plan. A written payroll deduction authorization form must be received from the Employee within seven (7) days after the Employee's receipt of the notice stating the date of eligibility. Eligibility in the Retirement Plan will be determined under the regulations of the Retirement Plan, and disputes concerning eligibility, benefits and other matters relating to retirement shall not be subject to the grievance and arbitration procedures set forth in Article XV hereof, but shall be submitted to the Retirement Plan Committee.

ARTICLE XII TRAVEL REIMBURSEMENTS

Employees using their personal cars on school business as required, shall be reimbursed at the current rate in accordance with IRS Standard mileage rate. All use of an Employee's personal car must first be approved by his or her Administrator.

ARTICLE XIII TERMINATION

Section 1. Voluntary Terminations of Employment. An Employee who voluntarily terminates his or her employment with the Board shall give at least two (2) weeks notice, in writing, to his or her Administrator.

Section 2. Discharge. No Employee who has successfully completed his or her probationary period of employment (a "non-probationary Employee") shall thereafter be discharged or disciplined without just cause, provided that only cases of discharge and disciplinary suspensions without pay may be processed to arbitration. Disciplinary warnings (verbal or written) issued to a non-probationary Employee may be the subject of a grievance but shall not be processed beyond Step 2 of the grievance procedure. Any non-probationary Employee who disputes a written warning may append to the warning a copy of his or her grievance and a statement setting forth the basis for his or her disagreement with it, provided that nothing in this Section will preclude a non-probationary Employee from challenging, at an arbitration hearing over his or her disciplinary suspension or discharge, prior disciplinary warnings that are used by the Board to support such suspension or discharge.

ARTICLE XIV WORK CONTINUITY

The Union agrees that, for the duration of this Agreement, there will be no strikes, work stoppage, slowdown, curtailment or restriction of work, or refusal to cross any picket line, whether lawful or unlawful. The Board agrees not to lockout its Employees.

ARTICLE XV GRIEVANCE AND ARBITRATION

Section 1. Definitions: (a) A "Grievance" is hereby defined as any written claim by an Employee or group of Employees that the Board or the Superintendent (or Superintendent's designee), or an Administrator (or his/her designee), violated, misinterpreted or misapplied a specific provision expressed in this Agreement. Each Grievance must set forth a brief statement of the event giving rise to the Grievance and the Article and Section of this Agreement allegedly violated, misinterpreted or misapplied.

(b) "Grievant" is hereby defined as the Employee or group of Employees or the Union that file(s) a Grievance.

(c) A "Day" is hereby defined as a regular workday.

Section 2. Procedure: The exclusive forum for processing Grievances shall be this Grievance and Arbitration Procedure, which shall be applied as follows:

(a) Step 1. Administrator: Grievant must, by the end of the seventh (7th) day following the event giving rise to the Grievance, submit the Grievance to his or her supervising Administrator.

(b) Step 2. Director of Human Resources: If the Grievance is not resolved within five (5) days after the Grievance was received by the supervising Administrator, and Grievant desires to proceed further, Grievant must, by the end of the tenth (10th) day after receipt of response from that Administrator, submit the Grievance to the Director of Human Resources and the Union's Staff Representative. At the request of the Union's Staff Representative, the supervising Administrator and the Director of Human Resources shall, within twenty (20) days after the Grievance was submitted to the supervising Administrator, meet with the Grievant and the Union's Staff Representative, with or without the Steward, in an effort to resolve the Grievance.

(c) Step 3. Superintendent: If the Grievance is not resolved within five (5) days after the Grievance was received by the Director of Human Resources, and the Grievant desires to proceed further, Grievant must, by the end of the tenth (10th) day after it was submitted to the Director of Human Resources, submit the Grievance to the Superintendent and the Union's Staff Representative. At the request of the Union's Staff Representative, the Director of Human Resources and the Superintendent shall, within twenty (20) days after the Grievance was submitted to the Director of Human Resources, meet with the Grievant and the Union's Staff Representative, with or without the Steward, in an effort to resolve the Grievance.

(d) Step 4. Board of Education: If the Grievance is not resolved within five (5) days after the Grievance was received by the Superintendent and the Grievant desires to proceed further, Grievant must, by the end of the tenth (10th) day after it was submitted to the Superintendent, submit the Grievance to the Board and the Union's Staff Representative. At the request of the Union's Staff Representative, the Director of Human Resources, the Superintendent and the Board shall, within twenty (20) days after the Grievance was submitted to the Superintendent, meet with the Grievant and the Union's Staff Representative, with or without the Steward, in an effort to resolve the Grievance.

(e) Arbitration: If the Grievance is not resolved at Step 4, and the Union wishes to proceed further, the Union must file a Demand for Arbitration with the American Arbitration Association (AAA) in accordance with its Voluntary Rules for Labor Arbitration then subsisting, subject to the following terms and conditions:

(1) The Grievance must arise out of and involve the interpretation or application of a specific provision expressed in this Agreement and will not be arbitrable if it claims a right, benefit or obligation not expressly set forth in a specific provision of this Agreement.

(2) The Demand for Arbitration must be made in writing by certified mail, return receipt requested, with a copy to the Superintendent, postmarked within the twenty (20) calendar days immediately following the Grievant's receipt of the Superintendent's response at Step Three, or absent such response, within forty five (45) calendar days following the expiration of the time for providing such response.

(3) The Arbitration must be in accordance with the American Arbitration Association's Voluntary Rules for Labor Arbitration in existence at the time the Demand for Arbitration is filed.

(4) The Demand for Arbitration must be limited to the same Grievance submitted to the Superintendent in Step Three.

(5) The Arbitrator's authority will be limited to determining whether, by the allegations contained in the Grievance, the Board violated or misapplied the specific provision expressed in this Agreement as alleged in the Grievance. The Arbitrator will have authority to render appropriate "make whole" awards consistent with the provisions of this Agreement and other applicable rules governing the arbitrator's conduct and authority.

(6) The decision of the Arbitrator will be final and binding, subject to the right of either party to have the award confirmed, vacated or modified according to law.

(7) For the first two arbitrations, if any, in any given calendar year, the cost of the Arbitrator's fees, if any, will be shared by the Board and the Union as follows: the Board shall pay seventy percent (70%) and the Union shall pay thirty percent (30%) of such costs. For any arbitrations thereafter in any given calendar year of this Agreement, the Arbitration Costs shall be shared equally by the Board and the Union. For any arbitrations, each party will bear the cost of its own representatives, transcripts and other items. Arbitrations shall take place in a room reserved at the Board of Education or other building in the control of the Board of Education at the Board's discretion, and at no cost to the Union.

(8) Grievances must be filed for arbitration separately, and an Arbitrator may not hear multiple Grievances unless the Director of Human Resources and the Union agree in writing to allow the Arbitrator to do so.

(9) Only the Union will have the authority to submit a Grievance to Arbitration.

Section 3. Time Limits. The time limits specified herein are of the essence and may only be extended by mutual written Agreement of the Director of Human Resources and the Union. Failure to process a Grievance within the time limits provided herein shall be deemed a waiver of such Grievance, and the Grievance shall be considered resolved in accordance with the position of the Board. Failure by the Board representatives to meet or respond to the Grievance within the time limits provided herein shall permit the Grievant or the Union, as appropriate, to process the Grievance to the next Step provided they do so within the time limits set forth herein.

Section 4. Representation. Grievant will be permitted to be accompanied by the Union's executive board member and/or the Union's Attorney at all grievance meetings and arbitration hearings except at Step 1, where only the Steward will be permitted. Grievances shall not be processed and Grievance meetings or discussions shall not be held during work time without the express prior approval of the Director of Human Resources, although arbitration hearings may be held during work time according to a schedule mutually acceptable to the Board, the Union and the arbitrator.

Section 5. Confidentiality. The Grievance and the Grievance process, including arbitration, shall be kept confidential, to the extent permitted by law.

Section 6. Sole Procedure. The Grievance procedure contained herein, including arbitration, shall be the exclusive method of resolving Grievances.

Section 7. Union Authority. Nothing contained herein shall require the Union to process any Grievance which in its opinion is without merit, and no Employee shall have the right to process a Grievance to arbitration, as such right is reserved exclusively to the Union.

Section 8. Settlements. Grievance settlements reached at Step 1 shall not be used as evidence or precedent in any other Grievance, at arbitration or in any other forum.

Section 9. Mediation. The parties may mutually agree to submit a grievance to mediation after it has been submitted to Step 4, arbitration.

ARTICLE XVI LAYOFF AND RECALL

Section 1. (a) Layoff Procedures for Paraprofessionals. In the event the Board determines that the number of Employees assigned as Paraprofessionals within the system or a department, subject or specialty area, or educational level (elementary, middle or high school) thereof should be reduced by layoff, such Employees will be laid off in the following order, provided those selected to remain are qualified in the reasonable judgment of the Board to perform the assignments remaining after the layoff:

First:	**Paraprofessionals who have not yet completed their probationary periods of employment**
Second:	Paraprofessionals who have successfully completed their probationary periods of employment, in reverse order of their seniority (i.e., the least senior in the area where the layoff is to take place will be laid off first) provided those remaining are qualified in the reasonable judgment of the Board to perform the assignments remaining after the layoff as described herein.

In exercising its judgment, the Board will not act arbitrarily or capriciously, but will act in an effort to keep the most qualified Paraprofessionals. In determining the relative qualifications between two such Paraprofessionals, the Board will take into account their respective seniority, training, performance, experience in subject area or area of assignment, and needs of the system. Where two or more such Paraprofessionals are equally qualified in the Board's reasonable judgment to fill an assignment remaining after the layoff, the Paraprofessionals with the greater seniority will be given the option to remain. The Board may use its own discretion in choosing among Paraprofessionals who have not yet successfully completed their probationary periods of employment, and such Paraprofessionals will have no recourse to the Grievance Procedure.

If a Paraprofessional is subject to be laid off, he or she shall have the opportunity to bump a less senior employee in an equal or lower classification provided that the employee is qualified to perform the duties of that position.

(b) Recall Procedures for Paraprofessionals. To be eligible for recall, a Paraprofessional, within five (5) days after lay off, must submit his or her name in writing by certified mail to the Superintendent to be placed on the recall list. A Paraprofessional whose name appears on the recall list will be eligible for recall only until the second September 1st after the effective date of his or her lay off and only in accordance with the following:

(1) Nothing herein shall prevent the Board from offering to an individual on any recall list recall to an available vacancy in an educational level different from the one from which he or she was laid off, provided the individual is qualified, in the reasonable judgment of the Board, to perform the work required. Under such circumstances, individuals so qualified in the reasonable judgment of the Board shall be offered an opportunity for recall before a person is hired to fill the vacancy in question.

(2) All notices of layoff and recall will be sent by email and certified mail and will be effective if sent to the address on the Board's records.

(3) The order of recall will be in reverse of the order of lay off set forth in subsection (a) above, provided that those individuals in line for recall are qualified in the reasonable judgment of the Board to perform the assignments available.

(4) The Director of Human Resources must receive acceptance of recall within two (2) weeks after notification of recall is sent, unless there are extreme circumstances that prevent the Paraprofessional from accepting recall within such period.

(5) Unless otherwise provided, all notices provided for in this subsection (b) must be in writing and transmitted by Certified Mail, U.S. Postage Prepaid.

(c) Layoff Procedures for Campus Monitors. In the event the Board determines that the number of Employees assigned as Campus Monitors within the system or educational level (elementary, middle or high school) thereof should be reduced by layoff, such Employees will be laid off in the following order, provided those selected to remain are qualified in the reasonable judgment of the Board to perform the assignments remaining after the layoff:

First: Campus Monitors who have not yet completed their probationary periods of employment.

Second: Campus Monitors who have successfully completed their probationary periods of employment, in reverse order of seniority (i.e., the least senior in the area where the layoff is to take place will be laid off first) provided those remaining are qualified in the reasonable judgment of the Board to perform the assignments remaining after the layoff as described herein. In exercising its judgment, the Board will not act arbitrarily or capriciously, but will act in an effort to keep the most qualified Campus Monitors. In determining the relative qualifications between two such Campus Monitors, the Board will take into account their respective seniority, training, experience in subject area or area of assignment, and needs of the system. Where two or more such Campus Monitors are equally qualified in the Board's reasonable judgment to fill an

assignment remaining after the layoff, the Campus Monitor with the greater seniority will be given the option to remain. The Board may use its own discretion in choosing among Campus Monitors who have not yet successfully completed their probationary periods of employment, and such Campus Monitors will have no recourse to the Grievance Procedure.

If a Campus Monitor is subject to be laid off, he or she shall have the opportunity to bump a less senior employee in an equal or lower classification provided that the employee is qualified to perform the duties of that position.

(d) Recall Procedures for Campus Monitors. To be eligible for recall, a Campus Monitor, within five (5) days after lay off, must submit his or her name in writing by certified mail to the Superintendent to be placed on the recall list. A Campus Monitor whose name appears on the recall list will be eligible for recall only until the second September 1st after the effective date of his or her layoff and only in accordance with the following:

(1) Nothing herein shall prevent the Board from offering to an individual on any recall list recall to an available vacancy in an educational level different from the one from which he or she was laid off, provided the individual is qualified, in the reasonable judgment of the Board, to perform the work required. Under such circumstances, individuals so qualified in the reasonable judgment of the Board shall be offered an opportunity for recall before a person is hired to fill the vacancy in question.

(2) All notices of layoff and recall will be sent by email and certified mail and will be effective if sent to the address on the Board's records.

(3) The order of recall will be in reverse of the order of layoff set forth in subsection (c) above, provided that those individuals in line for recall are qualified in the reasonable judgment of the Board to perform the assignments available.

(4) The Director of Human Resources must receive acceptance of recall within two (2) weeks after notification of recall is sent, unless there are extreme circumstances that prevent the Campus Monitor from accepting recall within such period.

(5) Unless otherwise provided, all notices provided for in this subsection (b) must be in writing and transmitted by Certified Mail, U.S. Postage Prepaid.

Section 2. Seniority. For purposes of this Article, seniority shall mean the Employee's length of continuous service within this bargaining unit measured from his or her most recent date of hire as a regular full-time Employee or regular part-time Employee regularly assigned to work twenty (20) or more hours per week in a bargaining unit position. An Employee will lose all credit for his or her seniority and will be subject to having his or her employment terminated by the Board without recourse if he or she:

(1) quits;
(2) is discharged for cause;
(3) retires;
(4) fails to return to work within ten (10) regular work days after being notified of recall from layoff by certified mail, return receipt requested, unless such return to work is due to Employee's

actual illness or accident or some other similarly compelling reason (the Board may require substantiating proof);
(5) is on layoff for a period in excess of his or her recall period;
(6) is absent without reporting for three (3) consecutive days; or
(7) is gainfully employed elsewhere while on leave of absence without permission of the Board.

Section 3. Employee Responsibility. In any situation of layoff or recall, where an Employee has the option to fill an available position, he or she must be willing to work the schedule and the hours required by the Board for the said position in order to be eligible for the position.

Section 4. Pay. Rates of pay for Employees affected by the provisions of this Article will be adjusted in accordance with the applicable rates set forth on Appendix A attached hereto.

Section 5. After July 1, 2011 seniority accrued while a school secretary will not be counted if transferring or rehiring in a position within the bargaining unit defined in Section 1 of Article I.

ARTICLE XVII NEW EMPLOYEES

Section 1. Information to Employee. At the time of hire, the Personnel Office shall advise new Employees that they have the opportunity to be represented by the Union for the purpose of collective bargaining, show them the job description for the position to which they will be assigned and provide them with the following information:

(1) medical coverage for which they are eligible to apply;
(2) amount of life insurance, and;
(3) information about the Retirement Plan.

Section 2. Information to Union. At the time of hire, the President of the Union, or his or her designated representative, shall be provided with the following information pertaining to new Employees: job title, date of hire, hours of work, classification and rate of pay.

Section 3. Probationary Period. All new Employees shall be on probation for the first ninety (90) work days of their employment. This ninety (90) day period must be during the time when school is in session. At the end of the Employee's probationary period, the Administrator will submit in writing to the Director of Human Resources a recommendation for continued employment or for termination of employment. The probationary period may be extended for an additional thirty (30) work days with a written explanation to the employee regarding the reason for the extended probation. During the probationary period, or as the result of the aforesaid recommendation, the Employee may be terminated from employment with the Board for any reason without recourse.

ARTICLE XVIII WORKERS' COMPENSATION

Section 1. Any Employee absent from work due to a compensable injury (i.e., an injury for which the Employee has filed for and is eligible to receive Workers' Compensation benefits) shall have his or her unused accumulated sick leave applied on a one-to-one basis to each day of such absence for which the Employee receives no workers' compensation income replacement benefits and on a pro rata basis for each day of such absence for which the Employee does receive workers' compensation income replacement benefits, until the Employee returns to work or the Employee has applied a maximum of twenty (20) days sick leave, whichever first occurs. The amount an Employee receives in daily sick leave pay will, when added to the per diem benefit the Employee receives as a workers' compensation income replacement benefit, equal only that amount necessary to make the Employee whole for loss of a regular day's pay (net pay after normal payroll deductions are made) due to the injury. For example, if workers' compensation benefits would account for two-thirds of the Employee's net daily pay prior to the injury, then the Employee's unused accumulated sick leave would be charged at the rate of one-third sick leave day for each full day of such absence.

Section 2. Application. In applying the provisions of Section 1 above, the Board and the Employee will continue to follow the practice in effect as of the date of this Agreement whereby, for the period of the absence described in Section 1 hereof, the Board will continue to pay the Employee his or her full regular pay as normally required, less normal deductions, and the Employee will pay to the Board, on a regular basis, an amount equal to the amount which the Employee receives as Workers' Compensation, (the "Board Supplement"). The Board Supplement shall end six (6) months after the Employee has applied a maximum of twenty (20) days of sick leave to the absence described in Section 1 hereof. If the Employee is not able to return to work as of of (1) calendar year after the date of injury the District shall extend the time for return to work for an additional six months, provided that the Employee submit to a medical examination by a physician chosen by the Board that must state that to a reasonable degree of medical certainty, the Employee will be able to return to work in a light duty (if available) or full duty status within 18 months of the date of injury and that the Employee can return to full duty status within 24 months of the date of injury. If, during the period between 12 months and 24 months of the date of injury, the Employee misses 10 consecutive days of work or 15 days cumulatively, the extension will be voided and the Board may take action to terminate the employment of the Employee. The Board will provide the Employee with a list of two physicians and the Employee will have the right to choose from the two. The opinion of the physician must be submitted to the Board. Such examination shall be at the Board's sole expense. Nothing herein shall prevent the Board from implementing a managed care system and a "light duty" requirement in connection with its Workers' Compensation coverage.

ARTICLE XIX SAVINGS CLAUSE

In the event that any provision or portion of this Agreement is invalidated by enactment of statute, decision of a court or administrative agency of competent jurisdiction, the balance and remainder of this Agreement will remain in full force and effect.

ARTICLE XX DUES CHECK-OFF

Section 1. Payroll Deductions. The Board agrees to deduct from the paycheck of each Employee who is a member of the Union and who has voluntarily signed an authorized payroll deduction card a sum certified in writing by an authorized official of the Union as the amount for monthly Union dues. These deductions shall be made on dates agreed to by the Board and the Union and sent directly to the Union office, Law Office of Eric R. Brown, P.O. Box 615, Watertown, CT 06795. Other payroll deductions may be provided for, as agreed in cooperation with the Superintendent or designee(s).

Section 2. Indemnification. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise or be alleged by reason of any action taken by the Board pursuant to this Article.

ARTICLE XXI MISCELLANEOUS

Section 1. Professional Development. The Parties agree that they shall form a committee to make recommendations regarding training needs and professional learning and development for all jobs in the bargaining unit on an annual basis.

Section 2. Campus Monitors Outdoor Responsibilities. Campus Monitors shall be provided with an enclosed golf cart with portable heater in order to perform outdoor patrol and monitoring duties sufficient to protect such Campus Monitors from the weather elements.

Section 3. Uniforms. At all times while on duty, Campus Monitors must wear uniforms designated by the Director of Security. Each fiscal year, the Board shall provide each Campus Monitor with a uniform consisting of two (2) long-sleeved shirts, two (2) polo shirts and one hooded sweatshirt. In addition, the Board will provide each Campus Monitor with one (1) fleece jacket, one (1) winter jacket and one (1) rain jacket during the term of the contract. Employees will be responsible for the cleaning and maintenance of their uniforms. Shorts may not be worn when school is in session for students without the prior approval of the Director of Security. Campus Monitors shall wear khaki or cargo shorts or pants when allowed by the Director of Security only. **Sweatpants are prohibited. Campus Monitors may wear blue jeans as long as they are neat and clean.**

ARTICLE XXI DURATION AND HOLDOVER

Section 1. Duration. This Agreement will take effect upon execution by the parties and will remain in full force and effect to and including **June 30, 2029**. **Salary increases for 2026-2027 shall be paid retroactively to July 1, 2026 for (1) all current employees and (2) all employees who have left the Board's employ since July 1, 2026, through their last day of work for the Board.**

Section 2. Holdover. In the event proper notice is given pursuant to Section 1 and the Board and the Union fail to secure a successor to this Agreement prior to its scheduled expiration on **June 30, 2026** or any succeeding June 30, each provision of this Agreement shall be continued in full force and effect thereafter at their levels in effect on the last day of this Agreement (**June 30, 2029**), or until a successor is entered into, unless prior to **June 30, 2029** or any succeeding June 30, the Board and the Union have mutually agreed not to "holdover."

DARIEN BOARD OF EDUCATION

_____

Chairperson

Date: _____

NUTMEG INDEPENDENT LABOR UNIONS, DARIEN SCHOOL PARAPROFESSIONALS, INSTRUCTIONAL AIDES, AND CAMPUS MONITORS

_____

Nutmeg Union Representative

_____

Local Co-President

_____

Local Co-President

Date: _____

Appendix A — REGULAR HOURLY RATES OF PAY

Classifications and Rates of Pay

Hired on or before January 15, 2024

26-27 — 3.5% increase

	1-9 years	10 years	15 years	20 years
Group 1	38.22	39.14	39.29	39.46
Group 2	30.02	30.98	31.15	31.30

27-28 — 3.5% increase

	1-9 years	10 years	15 years	20 years
Group 1	39.56	40.51	40.67	40.84
Group 2	31.07	32.06	32.24	32.40

28-29 — 3.5% increase

	1-9 years	10 years	15 years	20 years
Group 1	40.94	41.93	42.09	42.27
Group 2	32.16	33.18	33.37	33.53

All employees shall be required to participate in a direct deposit payroll.

Hired after January 15, 2024

As of January 15, 2024, 14% less than those hired prior to January 15, 2024, and thereafter according to the wage schedules set forth below.

26-27 — 3.5% increase

	1-9 years	10 years	15 years	20 years
Group 1	32.87	33.66	33.79	33.94
Group 2	25.81	26.64	26.80	26.91

27-28 — 3.5% increase

	1-9 years	10 years	15 years	20 years
Group 1	34.02	34.84	34.97	35.13
Group 2	26.71	27.57	27.74	27.85

28-29 — 3.5% increase

	1-9 years	10 years	15 years	20 years
Group 1	35.21	36.06	36.19	36.36
Group 2	27.64	28.53	28.71	28.82

APPENDIX B — MEDICAL PLAN SUMMARY

[Appendix B — Medical Plan Summary — Unchanged from 2023-2026 Agreement, subject to update upon renewal of insurance plan.]

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, https://eoc.anthem.com/eocdps/aso. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (833) 899-7070 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	$3,000/person or $6,000/family for In-Network Providers. $3,000/person or $6,000/family for Out-of-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Preventive Care. Children's eye exam. For more information see below.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	$6,000/person or $6,000/person on a family or $12,000/family for In-Network Providers. $6,000/person or $6,000/person on a family or $12,000/family for Out-of-Network Providers	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, health care this plan doesn't cover, and Out-of-Network Transplants.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.anthem.com/find-care/?alphaprefix=AZL or call (833) 899-7070 for a list of network providers. Benefits and	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an Out-of-Network Provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an Out-of-Network

	costs may vary by site of service and how the provider bills.	Provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

⚠ All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% coinsurance	30% coinsurance	Virtual visits (Telehealth) benefits available.
	Specialist visit	0% coinsurance	30% coinsurance	Virtual visits (Telehealth) benefits available.
	Preventive care/screening/ immunization	No charge	30% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	0% coinsurance	30% coinsurance	--------none--------
	Imaging (CT/PET scans, MRIs)	0% coinsurance	30% coinsurance	--------none--------
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at http://www.anthem.com/pharmacyinformation/	Typically Generic (Tier 1)	$5/prescription (retail) and $10/prescription (home delivery)	30% coinsurance (retail) and Not covered (home delivery)	For more information, refer to "National Drug List" at http://www.anthem.com/pharmacyinformation/ *See Prescription Drug section.
	Typically Preferred Brand (Tier 2)	$35/prescription (retail) and $70/prescription (home delivery)	30% coinsurance (retail) and Not covered (home delivery)	
	Typically Non-Preferred Brand and Generic drugs (Tier 3)	$40/prescription (retail) and $80/prescription (home delivery)	30% coinsurance (retail) and Not covered (home delivery)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% coinsurance	30% coinsurance	--------none--------
	Physician/surgeon fees	0% coinsurance	30% coinsurance	--------none--------
If you need immediate medical attention	Emergency room care	0% coinsurance	Covered as In-Network	--------none--------
	Emergency medical transportation	0% coinsurance	Covered as In-Network	--------none--------
	Urgent care	0% coinsurance	30% coinsurance	--------none--------

* For more information about limitations and exceptions, see the plan or policy document at https://eoc.anthem.com/eocdps/aso

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance	30% coinsurance	100 days/benefit period for Inpatient rehabilitation.
	Physician/surgeon fees	0% coinsurance	30% coinsurance	--------none--------
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit 0% coinsurance Other Outpatient 0% coinsurance	Office Visit 30% coinsurance Other Outpatient 30% coinsurance	Office Visit Virtual visits (Telehealth) benefits available. Other Outpatient --------none--------
	Inpatient services	0% coinsurance	30% coinsurance	--------none--------
If you are pregnant	Office visits	No charge	30% coinsurance	Cost sharing does not apply for preventive services. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery professional services	0% coinsurance	30% coinsurance	
	Childbirth/delivery facility services	0% coinsurance	30% coinsurance	
If you need help recovering or have other special health needs	Home health care	0% coinsurance	25% coinsurance	--------none--------
	Rehabilitation services	0% coinsurance	30% coinsurance	*See Therapy Services section.
	Habilitation services	0% coinsurance	30% coinsurance	
	Skilled nursing care	0% coinsurance	30% coinsurance	220 days/benefit period for skilled nursing services.
	Durable medical equipment	0% coinsurance	30% coinsurance	*See Durable Medical Equipment section.
	Hospice services	0% coinsurance	30% coinsurance	--------none--------
If your child needs dental or eye care	Children's eye exam	No charge	30% coinsurance	*See Vision Services section.
	Children's glasses	Not covered	Not covered	
	Children's dental check-up	Not covered	Not covered	--------none--------

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Children's dental check-up
- Glasses for a child
- Routine foot care unless you have been diagnosed with diabetes
- Cosmetic surgery
- Long-term care
- Weight loss programs
- Dental care (Adult)
- Non-emergency care when traveling outside the U.S.

* For more information about limitations and exceptions, see the plan or policy document at https://eoc.anthem.com/eocdps/aso.

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Acupuncture • Hearing aids 1 unit every 24 months • Routine eye care (Adult) 1 exam/benefit period	• Bariatric surgery • Infertility treatment	• Chiropractic care 50 visits/benefit period combined with all other therapies • Private-duty nursing in a Home Setting only

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Connecticut Department of Insurance, 153 Market Street, 7th Floor, Hartford, CT 06103, (860) 297-3000, (800) 203-3447, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov, or contact Anthem at the number on the back of your ID card. Other coverage options may be available to you, too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 1038, North Haven, CT 06473-4201

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, www.cciio.cms.gov

Additionally, a consumer assistance program can help you file your appeal. Contact Connecticut Office of the Health Care Advocate, P.O. BOX 1543, Hartford CT 06144, (866) 466-4446, https://portal.ct.gov/oha, healthcare.advocate@ct.gov

Does this plan provide Minimum Essential Coverage? Yes/No.
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes/No.
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)	
■ **The plan's overall deductible**	**$3,000**
■ **Specialist coinsurance**	**0%**
■ **Hospital (facility) coinsurance**	**0%**
■ **Other coinsurance**	**0%**

This EXAMPLE event includes services like:
Specialist office visits *(prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests *(ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	**$12,700**
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$3,000
Copayments	$10
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$3,070**

Managing Joe's Type 2 Diabetes (a year of routine in-network care of a well-controlled condition)	
■ **The plan's overall deductible**	**$3,000**
■ **Specialist coinsurance**	**0%**
■ **Hospital (facility) coinsurance**	**0%**
■ **Other coinsurance**	**0%**

This EXAMPLE event includes services like:
Primary care physician office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	**$5,600**
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$3,000
Copayments	$500
Coinsurance	$0
What isn't covered	
Limits or exclusions	$20
The total Joe would pay is	**$3,520**

Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ **The plan's overall deductible**	**$3,000**
■ **Specialist coinsurance**	**0%**
■ **Hospital (facility) coinsurance**	**0%**
■ **Other coinsurance**	**0%**

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	**$2,800**
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$2,800
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$2,800**

The plan would be responsible for the other costs of these EXAMPLE covered services.