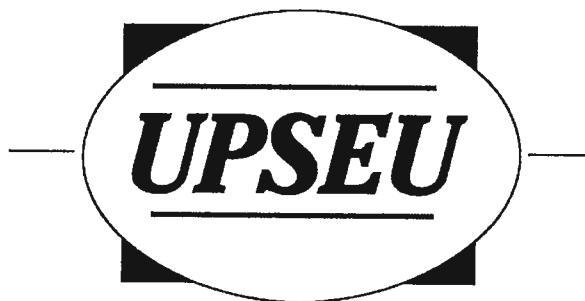


COLLECTIVE BARGAINING AGREEMENT

By and Between

Hamden Board of Education

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
Hamden BOE Secretarial, Clerical and
Paraprofessionals
Local 424 - Unit 2**

July 1, 2021 through June 30, 2024

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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 (UMERA). 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 with the Board, 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 Personnel Director will inform the Union President in writing of the vacancy and the reason for the vacancy. Vacancies and new positions shall be posted in all schools for a period of five (5) working days. All posting will include wages, hours, location and duties. A copy of this notice shall go to the President of the Union and the UPSEU. During the months when schools are not in session, each ten (10) month employee shall be sent a copy of the posting by mail.

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 one year. 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 individual currently on layoff from that classification. If there are no individuals currently on layoff 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 will request a test be given for the position and that the test be limited to current Board of Education employees. Exceptions to this procedure shall be made only with the approval of the Union.

When a list of qualified individuals is provided by the Civil Service Commission, the most senior qualified Board of Education employee will be assigned. However, a test will be given in the filling of all vacancies. It is understood that the Civil Service Commission should set a passing grade for all examinations in order that they may provide a listing of "qualified" candidates.

- 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 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 posted classifications may bid downward.
- D. In filling a vacancy an employee will be given preference if qualified 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 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 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. Upon ratification and approval of this 7/1/21 to 6/30/2024 collective bargaining agreement, the prior practice of temporary promotional transfers will no longer exist. In addition, upon ratification and approval, 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. 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 reemployed. 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 employees in each school and a list of all overtime contracts 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 in the morning.

- D. Elementary Principal's Clerks (Clerk 7) 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

Ten (10) Month Secretarial and Clerical Personnel

- A. The work day shall be seven and one-half hours per day with one-half hour lunch.
- B. Ten month 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 in the morning.
- 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 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	New Year's Day
Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Martin Luther King Day	July 4 th
Christmas Eve	

- 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.

Section 7.8

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

Labor Day	Christmas Eve
Christmas Day	New Year's Day
Veteran's Day	Presidents Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Martin Luther King Day	

- 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.
- 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

In the event of illness of more than three (3) days during an employee's vacation period, the employee shall be given the option of charging the sick days to his/her sick leave, providing a doctor's certificate verifies illness.

Section 8.4

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 an emergency. 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 8.5

Vacations 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.

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 employees move to 12 month 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 ratification and approval of this agreement that expires on June 30, 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.
- 3a. 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, spouse, brother, sister, 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 without the permission of the Superintendent or his/her 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

For employees on the payroll on ratification and approval of this agreement that expires on June 30, 2024, and retroactive to July 1, 2021 1.95%

July 1, 2022 1.95%

July 1, 2023 2.0%

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 be 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 the "Comp Mix" medical plan further described in Exhibit "C." 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.

Employees can "buy-up" to the Comp Mix Plan by paying the difference between the Board's cost towards the HDHP and the total cost of the Comp Mix Plan.
- B. Full Service Dental Plan
- C. The Board agrees to provide for each employee a \$34,000.00 term life policy.

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:

July 1, 2020	17.5%
July 1, 2023	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 Blue Cross Comp Mix Plan 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.

Employee hired after ratification and approval of this Agreement that expires on June 30, 2021, 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 insure 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. Extensions of grievance time limits may be granted by mutual consent.
- H. The parties agree to adhere to the Expedited Arbitration Procedures pursuant to the Rules and Regulations of the State Board of Mediation and Arbitration except for any grievances involving suspension or termination, and agree to utilize the arbitrators whose names are attached hereto as Exhibit "D".

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.

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 U PSEU, 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, 2024 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, 2024 to negotiate for a successor agreement.

This Agreement is made and entered into this 14 day of Dec, 2021.

HAMDEN BOARD OF EDUCATION

UNITED PUBLIC SERVICE EMPLOYEES UNION


Board Chairperson


Kevin E. Boyle, Jr. UPSEU President


Linda Humes, Unit 2 Co-President

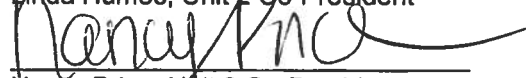

Nancy Price, Unit 2 Co-President

Exhibit A

2021-2024 Classified Salary Schedule

2021-2022				2022-2023				2023-2024									
	1.95%				1.95%				2.00%								
	Step 1	Step 2	Step 3		Class	Step 1	Step 2	Step 3		Class	Step 1	Step 2	Step 3				
Clerk 4	19.74	22.00	24.12		Clerk 4	20.12	22.43	24.59		Clerk 4	20.53	22.88	25.08				
Clerk 5	Step 1	Step 2	Step 3		Clerk 5	Step 1	Step 2	Step 3		Clerk 5	Step 1	Step 2	Step 3				
	20.47	22.91	25.36			20.87	23.36	25.85			21.29	23.82	26.37				
Clerk 6	Step 1	Step 2	Step 3		Clerk 6	Step 1	Step 2	Step 3		Clerk 6	Step 1	Step 2	Step 3				
	21.35	23.95	26.44			21.77	24.42	26.96			22.20	24.91	27.49				
Clerk 7	Step 1	Step 2	Step 3		Clerk 7	Step 1	Step 2	Step 3		Clerk 7	Step 1	Step 2	Step 3				
	22.20	24.97	27.55			22.63	25.46	28.09			23.09	25.97	28.65				
Clerk 8	Step 1	Step 2	Step 3		Clerk 8	Step 1	Step 2	Step 3		Clerk 8	Step 1	Step 2	Step 3				
	23.49	26.02	28.66			23.95	26.53	29.25			24.43	27.06	29.83				
Clerk 9	Step 1	Step 2	Step 3		Clerk 9	Step 1	Step 2	Step 3		Clerk 9	Step 1	Step 2	Step 3				
	24.20	27.10	29.85			24.67	27.63	30.43			25.17	28.18	31.04				
Clerk 11	Step 1	Step 2	Step 3		Clerk 11	Step 1	Step 2	Step 3		Clerk 11	Step 1	Step 2	Step 3				
	26.42	29.57	32.68			26.94	30.15	33.32			27.47	30.75	33.98				
Class 13	Step 1	Step 2	Step 3		Clerk 13	Step 1	Step 2	Step 3		Clerk 13	Step 1	Step 2	Step 3				
	29.11	32.32	35.50			29.68	32.95	36.19			30.27	33.61	36.92				
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
	21.66	22.75	23.73	24.98	26.23		22.08	23.19	24.19	25.47	26.74		22.52	23.65	24.67	25.98	27.28

**EXHIBIT B
SICK LEAVE BANK
ENROLLMENT FORM**

Name: _____

Location: _____

Date: _____

_____ I wish to become a new member of the sick leave bank. I understand that upon enrollment I will donate three (3) of my sick days.

_____ I wish to withdraw as a member of the sick leave bank.

_____ I do not wish to join the Sick Leave Bank.

PLEASE RETURN FORM TO THE PERSONNEL OFFICE.

Exhibit C



CGHRA2908

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (individual/family)	\$2,000 / \$4,000	
Coinurance	0% after deductible up to cost share maximum below	20% after deductible up to cost share maximum below
Cost Share Maximum (Individual/family)	\$2,000 / \$4,000	\$4,000 / \$8,000
Lifetime Maximum	Unlimited	Unlimited

Health Reimbursement Account

With a Health Reimbursement Account (HRA), you receive an annual allocation from your employer in your HRA. Money in your HRA is used to help meet your annual deductible responsibility.	HRA Allocation from your employer: Unused dollars roll over year to year.
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PREVENTIVE CARE - Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits

	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
Well child care	No Charge; Deductible waived	20%
Periodic, routine health examinations		20%
Routine OB/GYN visits		20%
Mammography		20%
Hearing screening		20%

MEDICAL CARE

Office visits	0%	20%
Outpatient mental health & substance abuse	0%	20%
OB/GYN care	0%	20%
Surgical fees of a Physician or Surgeon	0%	20%
Maternity care	0%	20%
Diagnostic lab and x-ray	0%	20%
High-cost outpatient diagnostic - prior authorization required The following are subject to cost share: MRI, MRA, CAT, CTA, PET, SPECT scans	0%	20%
Allergy services	0%	20%
Office visits/testing		
Injections	0%	20%

HOSPITAL CARE - Prior authorization required

Semi-private room (General/Medical/Surgical/Maternity)	0%	20%
Inpatient mental health & substance abuse	0%	20%
Skilled nursing facility - up to 120 days per calendar year	0%	20%
Rehabilitative services - up to 100 days per person per calendar year	0%	20%
Outpatient surgery - in a hospital	0%	20%
Ambulatory surgery- in other than a hospital setting	0%	20%

EMERGENCY CARE

Walk-in centers	0%	20%
Urgent care - at participating centers only	0%	20%
Emergency care	0%	0%
Ambulance	0%	0%

In Connection with Anthem Blue Cross and Blue Shield is a licensee of Anthem Health Plan, Inc., an independent licensee of the Blue Cross and Blue Shield Association.
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	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
Outpatient rehabilitative services – PT, OT, ST, and Chiropractic - Prior authorization required after the first visit for PT and OT. 50 combined visit maximum for PT, OT, ST, and Chiropractic per year	0%	20%
Durable medical equipment / Prosthetic devices Unlimited maximum per calendar year	0%	20%
Diabetic supplies, drugs & equipment Diabetic drugs are covered at in-network benefit level.	0%	20%
Infertility – prior authorization required Some restrictions may apply	0%	20%
Home health care 200 visits per member per calendar year	0%	20%

- ♦ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ♦ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- ♦ For services rendered by out-of-network providers, members are responsible for paying any charges in excess of the Maximum Allowable Amount. Please reference your Subscriber Agreement/Certificate of Coverage for additional details.

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers
 Online Wellness Toolkit: Each subscriber can complete the Well-Being Assessment and set up their Well-Being Plan.
 ConditionCare: Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Some eligibility requirements apply

Please refer to the SpecialOffers@Anthem brochure in your enrollment kit for information on the discounts we offer on health-related products and services

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

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Lumenos HSA Plan Summary

The Lumenos[®] HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

Your Lumenos HSA Plan

First - Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2018, contributions can be made to your HSA up to the following:

\$3,450 individual coverage
\$6,900 family coverage

Note: These limits apply to all combined contributions from any source.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Plus -

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility.

Your Bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge Responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

In Network and Out of Network Providers

\$2,000 individual coverage
\$4,000 family coverage

If needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your Bridge, the plan pays:

100% for in-network providers 80% for out-of-network providers

Additional protection:

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers

\$4,000 individual coverage
\$8,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your co-insurance amounts.

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

Hamden
CGHSA3075 NGF (EH, 07/15)



Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment
- Orthotics
- Diabetic medications, supplies and equipment **

Some covered services may have limitations or other restrictions. With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 100 days per member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage

** No Deductible applies

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

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

Hamden
CGHSA3075 NGF (Eff. 07/15)



Lumenos HSA Plan Summary

Tools and Personalized Services

You will have access to our award-winning online health site and the following programs to help you reach your health potential.

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers.

Healthy Lifestyles Online: All covered adults age 18 and over can join the program, complete the Well-Being Assessment and set up a Well-Being Plan.

Enroll in ConditionCare: Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure) Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: - There's no limit to the number of family members that can graduate from the program.. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

Summary of Covered Services

Preventive Care

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

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

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

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

Immunizations:

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

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

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

Immunizations:

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

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

Hamden
CGHSA3075 NGF (EH, 07/15)



CENTURY PREFERRED \$20 COPAYMENT, \$300 IN-NETWORK / \$1,000 OUT-OF-NETWORK ANNUAL DEDUCTIBLE / 90-70% COINSURANCE

Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In-Network Member pays:	Out-of-Network Member pays:
Annual Deductible (individual/family)	\$300 / \$600	\$1,000 / \$2,000
Coinsurance	10% after deductible up to	30% after deductible up to
Coinsurance Maximum (individual/family)	\$600 / \$1,200	\$2,000 / \$4,000
Cost Share Maximum (individual/family)	\$900 / \$1,800	\$3,000 / \$6,000
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE - Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
Well child care	No Charge; Deductible waived	Ded. & Coins.
Periodic, routine health examinations		Ded. & Coins.
Routine OB/GYN visits		Ded. & Coins.
Mammography		Ded. & Coins.
Hearing screening		Ded. & Coins.

MEDICAL CARE		
Office visits	\$20 Copayment, Deductible waived	Ded. & Coins.
Outpatient mental health & substance abuse	\$20 Copayment, Deductible waived	Ded. & Coins.
OB/GYN care	\$20 Copayment, Deductible waived	Ded. & Coins.
Surgical fees of a Physician or Surgeon	Ded. & Coins.	Ded. & Coins.
Maternity care	\$20 Copayment initial visit;	Ded. & Coins.
Diagnostic lab and x-ray	No Charge; Deductible waived	Ded. & Coins.
High-cost outpatient diagnostic - prior authorization required: MRI, MRA, CAT, CTA, PET, SPECT scans	No Charge; Deductible waived	Ded. & Coins.
Allergy services		
Office visits/testing	\$20 Copayment, Deductible waived	Ded. & Coins.
Injections—Unlimited	No Copayment	

HOSPITAL CARE - Prior authorization required		
Semi-private room (General/Medical/Surgical/Maternity)	Ded. & Coins.	Ded. & Coins.
Inpatient mental health & substance abuse	Ded. & Coins.	Ded. & Coins.
Skilled nursing facility - up to 90 days per calendar year	Ded. & Coins.	Ded. & Coins.
Rehabilitative services - up to 60 days per person per calendar year	Ded. & Coins.	Ded. & Coins.
Outpatient surgery - in a hospital	Ded. & Coins.	Ded. & Coins.
Ambulatory surgery - in other than a hospital setting	Ded. & Coins.	Ded. & Coins.

EMERGENCY CARE		
Walk-in centers	\$20 Copayment, Deductible waived	Ded. & Coins.
Urgent care - at participating centers only	\$75 Copay	Not Covered
Emergency care	\$100 Copay	Ded. & Coins.
Ambulance	No Charge, Deductible waived	No Charge, Deductible Waived



OTHER HEALTH CARE

	In-Network After Annual Deductible Member pays:	Out-of-Network After Annual Deductible Member pays:
Outpatient rehabilitative services – 50 combined visit maximum for PT, OT, ST and Chiro. Additional visits subject to OON deductible and coinsurance.	\$20 Copayment, Deductible waived	Ded. & Coins.
Durable medical equipment / Prosthetic devices Unlimited maximum per calendar year	No Charge	Ded. & Coins.
Diabetic supplies, drugs & equipment Diabetic drugs are covered at in-network benefit level.	No Charge	Ded. & Coins.
Infertility – prior authorization required Some restrictions may apply	Ded & Coins.	30%
Home health care 10 visits per member per calendar year	10%, Deductible waived	20%, Deductible waived

PREVENTIVE CARE SCHEDULES

Well Child Care (including immunizations)

- ♦ 7 exams, birth up to age 1
- ♦ 7 exams, ages 1 up to 5
- ♦ 1 exam every year, ages 5 up to 22

Adult Exams

- ♦ 1 exam every year, ages 22 +

Mammography

- ♦ 1 baseline screening, ages 35 – 39
- ♦ 1 screening per year, ages 40+
- ♦ Additional exams when medically necessary

Vision Exams: 1 exam every 2 calendar years

Hearing Exams: 1 exam per calendar year

OB/GYN Exams: 1 exam per calendar year

Notes To Benefit Descriptions

- ♦ In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- ♦ Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- ♦ For services rendered by out-of-network providers, members are responsible for paying any charges in excess of the Maximum Allowable Amount. Please reference your Subscriber Agreement/Certificate of Coverage for additional details.

Please refer to the SpecialOffers@Anthem brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

NGF

Effective 1/1/12

In Connecticut, Anthem Blue Cross and Blue Shield is a service mark of Anthem Health Plans, Inc., an independent licensee of the Blue Cross and Blue Shield Association. For more information, visit www.anthem.com.



CENTURY PREFERRED 3-TIER MANAGED PRESCRIPTION DRUG PROGRAM

\$5 Copayment Tier 1 Drugs
\$25 Copayment Tier 2 Drugs
\$40 Copayment Tier 3 Drugs
Unlimited Annual Maximum

Description of Benefits	You Pay:
Tier 1	Tier 1 drugs have the lowest copayment. This tier contains low cost or preferred medications that may be generic, single source brand drugs, or multi-source brand drugs.
Tier 2	Tier 2 drugs will have a higher copayment than those in Tier 1. This tier contains preferred medications that may be generic, single source, or multi-source brand drugs.
Tier 3	Tier 3 drugs will have a higher copayment than those on Tier 2. This tier contains non-preferred and high cost medications. This tier will include medications that may be generic, single source, or multi-source brand drugs.
Annual Maximum	Per member per calendar year
	Unlimited

How To Use The 3-Tier Managed Prescription Drug Program

The 3-Tier Managed Prescription Drug Program incorporates different levels of copayments for prescription drugs as defined in the chart above. The formulary lists drugs that have been selected for their quality, safety and cost-effectiveness. These preferred drugs have lower member copayments than non-preferred drugs (but may not have a lower overall cost in all instances). You may minimize your copayments when you use preferred medications. You'll still have coverage for non-preferred drugs, but at a higher cost share. Talk to your provider about using preferred drugs on the formulary. You'll have lower copayments when you use these drugs.

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a participating retail pharmacy.
- You'll be responsible for two copayments when purchasing a 31-day to 90-day supply of maintenance drugs through the mail-order pharmacy.

Generic Substitution: Prescriptions may be filled with the generic equivalent when available.

- When a generic equivalent is available and you obtain a preferred or non-preferred brand-name drug, you will be responsible for the Tier 1 copayment *plus* the difference in cost between the generic and brand-name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross and Blue Shield), you will be responsible only for the applicable Tier copayment.
- Prior authorization may be required for certain Prescription Drugs (or the prescribed quantity of a particular Drug). Prior authorization helps promote appropriate utilization and enforcement of guidelines for Prescription Drug benefit coverage. The PBM uses pre-approved criteria, developed by our Pharmacy and Therapeutics Committee, which is reviewed and adopted by us.
- Step therapy may be required for certain Prescription Drugs. Step therapy refers to the process in which you may be required to use one type of medication before benefits are available for another.

HAMDEN BOARD OF EDUCATION FLEX DENTAL PLAN

HOW IT WORKS

This dental plan provides coverage for a wide range of dental services up to individual maximum of \$2,000 per insured person per calendar year for the services listed below.

DIAGNOSTIC & PREVENTIVE SERVICES

Payable at 100% of usual, customary and reasonable charges at participating dentists:

- Initial oral exams - 1/36 months
- Periodic Oral exams - 2/Year
- Prophylaxis - 2/Year
- Topical application of fluoride - 2/Year to age 19
- Space maintainers to age 19
- X-rays
- Emergency Treatment
- Bacteriological Cultures
- Biopsy
- Palliative Treatment
- Sedative Fillings

BASIC SERVICES

Payable at 85% of usual, customary and reasonable charges at participating dentists:

- Fillings
- Endodontics
- Root canals
- Stainless steel crowns (Primary Teeth)
- Extractions
- Oral Surgery
- Repair of dentures - 1/Year
- Relining of dentures - 1/2 Years
- Recement crown
- Recement bridge
- Repair bridge
- Relining of Dentures
- General Anesthesia
- Periodontics
- Hemisection
- Apicoectomy & Retrograde Fillings
- Root Canal Therapy
- Pulpotomy
- Diagnostic Casts
- Scaling & Root Planning
- Provisional Splinting
- Periodontal Applications
- Root Recovery
- Alveoplasty

Incision & Drainage
Cyst Removal
Pin Retention
Silicateplastic & Composite restorations

MAJOR SERVICES

Payable at 50% of usual, customary and reasonable charges at participating dentists:

Crowns - 1/Tooth/5 Years
Post and core - 1/Tooth/5 Years
Inlays - 1/Tooth/5 Years
Onlays - 1/Tooth/5 Years
Prosthodontics - 1/Tooth/5 Years
Gold Inlays & Onlays
Gold Post & Core
Frenectomy
Occlusal Adjustment
Full Dentures
Partial Dentures
Fixed Bridge

Calendar Year Maximum : \$2000 per person per calendar year
 Applies to all three categories

PRINCIPAL LIMITATIONS AND EXCLUSIONS

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Master Group Policy on file with your employer or your Certificate of Membership.

This is not a legal policy or contract. It is only a general description of your Blue Cross & Blue Shield benefits. If there are discrepancies between the dental rider and this summary, the dental rider shall control.

Exhibit D

SIDE LETTER REGARDING CIVIL SERVICE

This side letter represents an agreement between the Hamden BOE and UPSEU Local 424, Unit 2, in which the BOE agrees to send a letter to the administrator of the Town's Civil Service Commission stating that the Hamden BOE Paraeducators shall take all promotional/transfer tests with all other bargaining unit members pursuant to Article 5, Section 5.3 of the collective bargaining agreement.

Hamden Board of Education ,UPSEU -Local 424, Unit 2

Hamden Board of Education UPSEU -Local 424, Unit 2

UPSEU -Local 424, Unit 2

