

09.21.2023

## Memo

To:  
Lisa Arpin, Town Clerk

From:  
Dr. Christopher Tranberg  
Superintendent of Schools

Re:  
Paraprofessionals Contract



Attached please find the signed contract for the Branford Paraprofessionals. This contract was ratified by the bargaining unit and unanimously approved by the Branford Board of Education on September 20, 2023. The contract is filed today, September 21, 2023. This contract spans a three-year period, July 1, 2023 to June 30, 2026.

## Branford Public Schools

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*John P. ...*  
BRANFORD COLLEGE CLERK

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**BRANFORD BOARD OF EDUCATION**

**and**

**BRANFORD PARAPROFESSIONALS,  
UE LOCAL 222, CILU/CIPU, CILU #88**

**Effective July 1, 2023 to June 30, 2026**

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ARTICLE 1  
RECOGNITION/DEFINITIONS

1.1 The Branford Board of Education recognizes UE Local 222, CILU/CIPU, CILU #88, affiliated with the United Electrical, Radio and Machine Workers of America - UE (the "Union") as the exclusive bargaining representative of all paraprofessionals employed by the Branford Board of Education as the result of the certification election held in Case No. ME-29,174 - Decision No. 4535 for the purpose of collective bargaining over matters pertaining to wages, hours and other conditions of employment.

1.2 As used throughout this document, the term "Agreement" shall mean the collective bargaining agreement between the Branford Board of Education and the UE Local 222, CILU/CIPU, CILU #88, affiliated with the United Electrical, Radio and Machine Workers of America.

1.3 As used in this Agreement, the term "days" shall mean business days, unless otherwise expressly specified in this Agreement.

1.4 As used in this Agreement, the term "Board" shall mean the Branford Board of Education and/or its designated employees/agents, including, but not limited to, the Superintendent of Schools and/or the Superintendent's designee, unless otherwise expressly specified in this Agreement.

1.5 As used in this Agreement, the term "employee" shall mean all bargaining unit employees as defined in Article 1.1 above, unless otherwise expressly specified in this Agreement.

ARTICLE 2  
MANGEMENT RIGHTS

2.1 Except where such rights, powers and authority are relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

- a. To maintain public schools and such other educational activities as in its judgment will serve the interest of the students and Town of Branford.
- b. To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices, or procedures.

- c. To discontinue processes or operations.
- d. To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
- e. To employ, assign, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.
- f. To establish contracts for the Board's operations.
- g. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, and to discipline employees as determined to be appropriate by the Board.
- h. To create job specifications and revise existing job specifications.

2.2 The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Those inherent management rights not restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to any grievance procedure. It is understood that the rights of each party shall be exercised in a manner not in contradiction to the Municipal Employee Relations Act ("MERA").

### ARTICLE 3 UNION ACTIVITY

3.1 An authorized representative of the Union shall have access to school property at reasonable times and in reasonable places, with prior approval of the Building Principal, during work hours to investigate grievances or to ensure compliance with this Agreement. Following approval, these visits to the school buildings are not to disrupt or interfere with school operations in any manner.

3.2 The Union President, in addition to the employee(s) who file(s) a grievance, shall be granted leave from duty without loss of pay for attendance at arbitration hearings and meetings between the Board and the Union for the purpose of processing the grievance as provided for in Article 14 (Grievance Procedures). Every effort will be made to schedule such meetings and hearings when such member and the grievant are not scheduled to be on duty so as to avoid any conflicts with job duties and responsibilities. In addition, the Union President and the impacted individual, where appropriate, will be allowed paid leave for proceedings conducted by the State Board of Labor Relations pursuant to MERA.

3.3 Provided that the Union gives the Board at least two (2) weeks advance notice before the use of such leave, two (2) Union officers may each attend Union conferences, seminars and conventions for up to three (3) days without the loss of pay in even years and up to (4) days without the loss of pay in odd years. For the purposes of this section, an odd year shall be when the school year starts with an odd numbered year (e.g. 2015-16 is an odd year).

#### ARTICLE 4 NO STRIKE/LOCKOUT

4.1 The Union shall not engage in, support, or condone a strike or work-stoppage. The Board shall not engage in any lockout of employees.

#### ARTICLE 5 UNION DUES

5.1 The Board will make available to each employee an electronic copy of this Agreement within a reasonable period of time after the signing of this Agreement.

5.2 The Board will provide the names of all employees covered by this Agreement to the Union upon reasonable request.

5.3 The Board agrees to deduct Union dues for employees who have executed voluntary written authorizations for dues deductions in conjunction with regular wage payments and shall remit the same on a monthly basis to the Union.

5.4 The Union shall provide the Board with written notice at least thirty (30) days prior to the effective date of any change in the rates of dues.

5.5 No dues will be deducted for that period of time when an employee has exhausted paid leave and is receiving no pay.

5.6 The Union agrees to indemnify and hold the Board of Education harmless against any and all claims, demands, suits or other forms of liability which may arise out of any provisions of this Article.

#### ARTICLE 6 BULLETIN BOARDS

6.1 The Board agrees to provide space on a bulletin board in each school that the Union may utilize for the purpose of posting appropriate notices of Union business. Such notices shall not be of a derogatory nature against the Board.

ARTICLE 7  
BUILDING USE

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

- a. Meetings must be conducted outside of the normal student areas in a manner so as not to impact the instructional day or the orderly operation of the school as determined by the principal.
- b. Requests for use of the facilities must be made to the Building Principal and approved at least two (2) days prior to the meeting date.
- c. The meeting must be held at a time when the building is normally open and custodial staff is available on a non-overtime basis.

ARTICLE 8  
PERSONNEL RECORDS

8.1 An employee's personnel file shall be defined for the purpose of this Article as that file which is maintained in the Central Office. A bargaining unit member shall be permitted to examine and copy any and all materials in his/her personnel file after giving three (3) working days' notice. Employees shall be limited to one (1) free copy of the information contained in his/her file per work year.

8.2 An employee may respond in writing to any material placed in his/her personnel file.

8.3 Employee evaluations and discipline records may be placed in an employee's personnel file if this information has previously been shared with the employee. Employees will be informed when documents are placed in an employee's personnel file.

ARTICLE 9  
PERFORMANCE EVALUATIONS

9.1 The Board shall develop and administer performance evaluations which shall assess, measure, and evaluate an employee's performance. The Administration shall make every reasonable effort to provide employees with their performance evaluations prior to the last day of school. The results of performance evaluations may not be grieved through the grievance procedure. The signing of a performance evaluation by the employee does not necessarily constitute agreement with the contents of the evaluation, but signifies receipt of the performance evaluation. Employees shall have an opportunity to review the contents of their evaluation with the Building Administrator.

ARTICLE 10  
HEALTH AND SAFETY

10.1 The Board will provide regular safety training to employees and make reasonable efforts to ensure that employees are provided with safe and appropriate equipment and facilities.

10.2 If an employee becomes aware of an unsafe situation, he/she shall notify the building administrator.

10.3 Any damage to employees' clothing or personal property that occurs during the course of performing their duties that is not due to the negligence of the employee, may be submitted to the administration for review and a maximum reimbursement of two hundred dollars (\$200) annually.

ARTICLE 11  
PROFESSIONAL DEVELOPMENT

11.1 Paraprofessionals shall receive the equivalent of four (4) hours of mandatory professional development outside of regular working hours in addition to embedded professional development during regular working hours. Professional development time shall be directed and scheduled by the administration. The Board shall provide the schedule for such professional development to employees prior to the first day of school. The parties recognize that the schedule shall be subject to modification in the event of inclement weather or other unforeseen circumstances. When such time is scheduled by the administration during regular working hours, no additional compensation shall be provided for such professional development time.

11.2 Paraprofessionals shall be provided with additional mandatory professional development opportunities during the course of the school year. In accordance with Section 10-148d of the Connecticut General Statutes, each paraprofessional shall participate in at least eighteen (18) hours of professional development provided by the Board per year.

11.3 On early release student days, paraprofessionals may be required by the administration to remain for professional development activities. If professional development is required, paraprofessionals shall receive at least six (6) weeks advance notice.



ARTICLE 12  
TERMS OF EMPLOYMENT

12.1 The work year of employees shall conform to the student school calendar. The work year will include one work day for professional development/orientation, prior to the opening of the school year, to be scheduled by the Administration.

12.2 The hours of work shall be established by the Board and will normally be between 7:00 a.m. and 4:00 p.m., with a thirty (30) consecutive minutes unpaid lunch period for those paraprofessionals working five (5) or more hours per day. On or before August 20th of each year, paraprofessional employees shall be advised of their respective starting times and work assignments.

12.3 Full-time employees are those employees who are regularly scheduled to work thirty (30) or more hours per week. Part-time employees are those employees who are regularly scheduled to work less than thirty (30) hours per week.

12.4 Paraprofessionals may be required to work beyond their normally scheduled work hours for field trips, added duties, or similar activities; and shall be compensated according to their hourly wage. Paraprofessionals shall receive time and one half for all time actually worked over forty (40) hours in one week.

12.5 The administration shall make every reasonable effort to distribute summer/extended school year assignments to bargaining unit members via electronic mail by May 15 of each year. Paraprofessionals interested in obtaining these positions may apply. Positions will be awarded based on district need, seniority and qualifications. Employees shall be compensated at their regular rate of pay. All other provisions of the contract will be in place for these awarded Summer positions.

12.6 On school days shortened because of a delayed opening or early dismissal due to inclement weather, paraprofessionals shall work through their designated lunch period.

12.7 The administration shall make good faith efforts to assign paraprofessionals to cover a class for an absent teacher only when no substitute teacher is available to cover the class.

ARTICLE 13  
DISCIPLINE

13.1 No employee shall be suspended or discharged without just cause. The Union President shall be notified of any employee suspension or discharge. This section shall not apply to probationary employees.

13.2 Disciplinary Action shall normally include one of the following:

- (1) verbal warning - documented and initialed in writing;
- (2) written warning;
- (3) suspension;
- (4) discharge.

The nature of an offense may warrant a change from a progressive disciplinary pattern. Other than in the case of probationary employees, disciplinary action which violates the provisions of this Agreement may be appealed through the grievance procedure set forth in this Agreement.

ARTICLE 14  
GRIEVANCE PROCEDURE

14.1 Definitions:

- a. "Grievant" is defined as any member of the bargaining unit and may include a group of similarly affected employees.
- b. "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of a specific provision or provisions of this Agreement. A grievance must be in writing and must set forth the specific section(s) of the Agreement alleged to have been violated, misinterpreted or misapplied.

14.2 Time Limits:

- a. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified, however, may be extended by written agreement of the parties.
- b. If the grievant or the Union does not file a grievance in writing with the appropriate administrator within ten (10) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance, then the grievance shall be considered waived.

c. Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall constitute a waiver of the right to proceed further with the grievance.

#### 14.3 Informal Step

a. If an employee feels that he/she may have a grievance, he/she may first discuss the matter with his/her building administrator in an effort to resolve the problem informally.

#### 14.4 Step One - Building Administrator

a. Following the Informal Step, if the employee wishes to pursue the grievance, he/she or the Union shall present the grievance in writing to his/her building administrator within ten (10) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance.

b. The building administrator shall, within five (5) days after the receipt of the written grievance, meet with the grievant and render his/her decision in writing to the grievant and Union President, by electronic mail or hand delivery.

#### 14.5 Step Two - Superintendent of Schools

a. If the grievant or Union is not satisfied with the disposition of his/her grievance at Level One, he/she or the Union may, within five (5) days after receipt of the decision at Level One, file his/her grievance with the Superintendent of Schools.

b. The Superintendent, or his/her designee, shall, within ten (10) days after receipt of the grievance, meet with the grievant, witnesses, and representatives of the Union for the purpose of hearing the grievance.

c. The Superintendent, or his/her designee, shall, within ten (10) days after such meeting, or receipt of the grievance if no meeting is held, render his/her decision and the reasons for it in writing to the grievant.

#### 14.6 Step Three - Arbitration

a. The Union may, within twenty (20) days after receipt of the Step Two decision, submit the grievance to arbitration by filing a demand for arbitration with the Connecticut State Board of Mediation and Arbitration. The Board may require that the grievance be filed with the American Arbitration Association ("AAA"), which shall act as the

administrator of the proceedings. The parties agree that they may expedite the arbitration process by agreeing to a neutral prior to submission.

b. The costs of the arbitration shall be borne equally by both parties.

c. The arbitration proceedings shall be in accordance with the policies and procedures of the AAA.

d. The arbitrator may only hear and decide a grievance based upon an alleged violation, misinterpretation or misapplication of this Agreement. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all terms of this Agreement, and shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The decision of the arbitrator shall be binding on both parties.

#### ARTICLE 15 PROBATIONARY PERIOD

15.1 Newly hired employees shall be subject to an initial probationary period of sixty (60) work days, during which time the employee shall receive pay for only hours actually worked; there shall be no paid hours for days of absence, for any reason.

15.2 An employee may be disciplined or discharged at any time during the probationary period. Such discipline or discharge is without the right of appeal and the probationary employee shall be notified in writing of the reason(s) for the discipline or discharge. If an employee is disciplined during the probationary period, as indicated by a written notice of discipline in his/her personnel file, the Superintendent or designee may extend the employee's probationary period to ninety (90) work days by written notice to the employee.

15.3 After completion of the probationary period, any applicable paid leave benefits to which the employee may be entitled shall be pro-rated according to the employee's date of hire and may be utilized by the employee going forward in accordance with applicable provisions.

#### ARTICLE 16 SENIORITY

16.1 Seniority shall be defined as the length of an employee's continuous service within a classification with the Board of Education, beginning on the first day of work. Seniority shall continue to accrue during periods of authorized paid and unpaid leaves of absence.

16.2 The Board shall annually, on or before October 15, January 15 and April 15, furnish the Union President with an updated seniority list, including the name, date of hire, hours of work, and school location of all bargaining unit members. This list may be provided electronically. The Board shall also provide the President and Vice President with notification of new hire(s) by the 30<sup>th</sup> day of each month, and such list shall include the name, date of hire, projected end date for probation, assigned hours and school location for each new hire. In addition, the Board shall provide the President and Vice President with notification of resignations or retirements as they occur.

## ARTICLE 17 VACANCIES

17.1 A job vacancy is defined as an opening or new position within the bargaining unit.

17.2 All job vacancies shall be posted in each school, at the office of the Board of Education and on the Board of Education website for a period of at least seven (7) calendar days. The Board shall have the right to simultaneously advertise such vacancies outside the bargaining unit. Postings will include the date of the posting and the closing date of the posting, location and hours of work. Employees who wish to apply for appointment to a job vacancy shall file an electronic application within the time limit specified in the posting.

17.3 At the end of the application period, the Board shall have the right to select the applicant who is most qualified for the position. If two (2) or more applicants are similar in qualifications and experience, the applicant with the most seniority shall be selected.

17.4 During the Summer school recess, postings of all new positions and vacancies shall be posted on the school district website, with an electronic copy sent to the Union President and Vice-President.

## ARTICLE 18 ASSIGNMENT AND TRANSFER

18.1 The Board shall not arbitrarily or capriciously reassign or transfer employees within the Bargaining Unit.

18.2 If the Board determines the reassignment or transfer of an employee is in the best interests of the school district, the Board shall have the right to implement a reassignment or transfer upon notification to the employee and the Union. The Board agrees to make reasonable efforts to avoid transferring employees between schools, although student movement between schools may necessitate the transfer of an employee to another school. If an employee transfer has an impact on work hours, the Board agrees to meet with the employee and the Union to discuss such impact.

ARTICLE 19  
REDUCTION IN FORCE

19.1 In the event a reduction in force becomes necessary, the Board shall determine the bargaining unit member(s) in the position(s) to be affected based on the paraprofessional's qualifications, needs of the school district and seniority. The Union will be notified of the reduction in force no later than fourteen (14) calendar days before the effective day of the reduction in force.

19.2 Any employee relieved of his/her duties because of a reduction in force shall be eligible to receive a vacant position within the bargaining unit, so long as they are qualified for that position. If there is no vacancy or position available, the displaced bargaining unit member shall bump the least senior bargaining unit member, so long as the displaced bargaining unit member is qualified for that position in the judgment of the Superintendent or his/her designee. For the purposes of bumping, there shall be two (2) separate bumping lists: full-time paraprofessionals and part-time paraprofessionals.

19.3 Laid off employees shall be recalled to work by seniority, with the most senior being recalled first, and based on their qualifications for the position as determined by the Superintendent. In recalling employees, the Board shall rely on the last address furnished to the Board, in writing, by the employee. The laid off employee will remain on the recall list for one (1) year from his/her layoff date.

19.4 In the event that an employee on the recall list declines to return to work when offered a position, or fails to respond within ten (10) days of the date of the electronic mailing of the offer of a position, the individual shall be removed from the recall list. Employees are responsible for ensuring that the school district has an appropriate and updated email address. A refusal of the offer of a part-time position by an employee laid off from a full-time position shall not constitute a refusal to return to work for the purposes of this section.

19.5 An employee who has been laid off and subsequently returns to work within his/her recall period shall receive, when applicable, credit for accumulated sick leave earned prior to the layoff, credit for uninterrupted seniority, and his/her equivalent wage rate. Employees, however, will not accrue additional paid leave while on the recall list.

ARTICLE 20  
SICK LEAVE

20.1 The following leave provisions are adopted in recognition of the necessity for certain temporary absences from employment. A request for leave form must be completed for leaves except for leaves due to an unanticipated employee illness or injury. In the event that any provision of this Article is inconsistent with any

applicable statute concerning family and medical leave, the provisions of the statute shall be controlling.

20.2 All employees shall be entitled to eight (8) sick days with pay per year, which days shall be credited effective July 1. For purposes of determining the number of hours constituting one day of sick leave for each employee, an employee's average daily hours over the course of a week shall be utilized. (For example, an employee who works an average of 27.5 hours per week shall earn 5.5 hours of sick leave per month worked.) Sick leave days shall be taken in hourly increments.

20.3 Sick leave days may be used for an employee's personal illness or incapacity. At the request of the Superintendent or his/her designee, an employee may be asked to supply a physician's, APRN's or Physician's Assistant's certificate validating the reason for his/her absence due to sick leave.

20.4 Unused sick leave days may be accumulated by employees from year to year. Employees may accumulate up to fifty (50) days of sick leave. Accumulated sick leave for part-time employees will be prorated, based on their actual hours worked, should they become full-time employees.

20.5 Employees with accumulated sick leave shall have such leave grandfathered.

## ARTICLE 21 PERSONAL LEAVE

21.1 Employees shall receive one (1) personal day with pay to be used for an absence for personal reasons, limited to situations not under the control of the employee which make an absence from work necessary. Prior approval must be given by the Superintendent or the Superintendent's designee. Employees must request such leave in writing on such forms as may be administratively required, stating reasons for the request, at least three (3) days in advance, except in emergencies. Personal days may not be accumulated from year to year.

## ARTICLE 22 BEREAVEMENT LEAVE

22.1 Up to five (5) days bereavement leave may be used in the event of the death of a member of the employee's immediate family. For the purposes of this section, "immediate family" is defined as spouse, child, parent, and sibling. Up to three days bereavement leave may be used in the event of the death of a member's grandchild, mother-in-law, father-in-law, son-in-law or daughter-in-law. One (1) day bereavement leave may be used in the event of the death of an aunt, uncle, niece, nephew, first cousin, grandparent, brother-in-law or sister-in-law. The Superintendent or his/her designee may request documentation to support the bereavement leave.

ARTICLE 23  
HOLIDAYS

23.1 All employees shall be entitled to the following holidays: Thanksgiving, Christmas, New Years Day, Presidents Day and Memorial Day.

Effective July 1, 2024, employees with at least five (5) years of service shall be entitled to the following additional holiday: Martin Luther King Jr. Day.

Effective July 1, 2024, employees with at least ten (10) years of service shall be entitled to the following additional holidays: Day After Thanksgiving and Martin Luther King Jr. Day.

For purposes of this section, a "year of service" shall mean twelve (12) months of completed service, as measured on July 1 of each year. (For example, an employee who reaches their fifth (5<sup>th</sup>) anniversary date on March 1<sup>st</sup> shall be entitled to the additional Martin Luther King Jr. holiday effective the following July 1<sup>st</sup>.)

23.2 Holidays shall be celebrated on the day designated under State or Federal law. When a holiday occurs while an employee is on sick leave, the day shall not be charged against sick time but will be paid for as a holiday.

23.3 In calculating payment for holidays, an employee's average daily hours over the course of a week shall be utilized.

ARTICLE 24  
JURY DUTY

24.1 Each bargaining unit employee shall be entitled to be absent from work for jury duty. The employee shall be entitled to be paid the difference between any compensation received for jury duty and his/her normal work day during jury duty.

ARTICLE 25  
UNPAID LEAVE

25.1 Employees requests for leaves of absence under the Family and Medical Leave Act (FMLA) shall be granted in accordance with the provisions of the Act.

25.2 Employees may request a leave of absence without pay as the result of the medical condition of the employee or someone for whom the employee is a primary caregiver (using the definition provided in the FMLA for the purposes of defining "someone for whom the employee is a primary caregiver" only), for a period of up to one year. The decision to grant said leave of absence is in the sole discretion of the



Superintendent or his/her designee. In determining whether to grant such leave, the Superintendent may consider the employee's overall attendance. Such request will not be unreasonably denied. A decision to deny a requested leave of absence is not subject to the grievance procedure and cannot be appealed to the Board.

ARTICLE 26  
WORKERS' COMPENSATION

26.1 Employees are covered by Workers' Compensation in accordance with state law. Employees may utilize sick leave during periods of absence due to compensable injury in partial day increments to supplement compensation payments or while such payments are pending.

ARTICLE 27  
HEALTH INSURANCE

27.1 The Board shall provide health insurance for all eligible full-time (thirty (30) hours or more per week) individual bargaining unit employees. Employees may be provided coverage for eligible family members with the employee assuming one hundred percent (100%) of the cost of such coverage.

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

- a. The health plan benefits shall be as set forth in the SPP, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.
- b. The premium rates shall be as set by the SPP.
- c. The following premium cost sharing arrangement shall be in effect for the SPP plan:

2023-24      Effective and retroactive to July 1, 2023, employees shall pay thirteen and one-half percent (13.5%) of the premium cost for single coverage.

2024-25      Effective July 1, 2024, employees shall pay fourteen and one-half percent (14.5%) of the premium cost for single coverage.

2025-26      Effective July 1, 2025, employees shall pay fifteen percent (15.0%) of the premium cost for single coverage.

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

- d. The SPP contains a Health Enhancement Plan (“HEP”) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event that the Partnership Plan 2.0 administrators impose a HEP non-participation or non-compliant penalty on the basis of an employee’s non-compliance with the terms of the HEP or any non-compliance on the part of any individual covered under the employee’s insurance, any such penalty shall be fully paid by the non-compliant employee. The imposition of any resulting premium cost increase shall be paid by the non-complaint employee by payroll deduction and the imposition of any deductible shall be implemented through claims administration.
- e. The parties acknowledge that the Board has a management right to leave the Partnership Plan 2.0 at any time and replace such plan with a new plan/carrier/plan administrator, provided that: 1) the Board shall provide the Union with at least thirty (30) calendar days’ written notice prior to the effective date of any such change; 2) the new plan/carrier/administrator shall provide coverage substantially comparable to the High Deductible Health Plan with Health Savings Account that was in effect for the Union immediately prior to the execution of this Agreement.

27.2 Employees hired prior to July 1, 1999 working at least thirty (30) hours per week are eligible to share the cost of dependent coverage at the prevailing rate of premium share.

27.3 The Board may provide insurance programs as required by this Article through alternative carriers or self-insurance. The Board may change carriers or self-insure as long as the benefits provided, when considered as a whole, are substantially equivalent to the benefits currently available to employees.

27.4 If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA).

ARTICLE 28  
LIFE INSURANCE

28.1 The Board will provide full-time (30 hours or more) employees \$25,000 in life insurance coverage.

ARTICLE 29  
PENSIONS

29.1 Retirement benefits for employees working twenty (20) plus hours or more shall be covered by MERS. Employees working below twenty (20) hours a week shall be covered by the Board's alternative to FICA plan. Copies of these documents are available upon request from the Talent Services Department.

ARTICLE 30  
WAGES

- 30.1 Wages shall be as set forth in the attached Appendix A.
- 30.2 All employees shall be paid by direct deposit.

ARTICLE 31  
COMPLETE AGREEMENT

31.1 It is understood and agreed that this Agreement contains the complete agreement of the parties, and that it may be amended and altered only by mutual agreement in writing by the parties.

31.2 In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, such provision or portion shall be severed from the Agreement, and the balance and remainder of the Agreement shall remain in full force and effect.

ARTICLE 32  
DURATION

32.1 This Agreement shall become effective upon signing and shall remain in full force and effect through June 30, 2023.

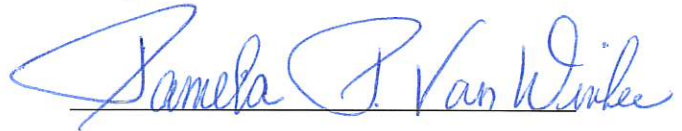
IN WITNESS WHEREOF, the parties have caused their names to be signed on this 20 day of September 2023 .

Branford Board of Education

UE Local 222, CILU/CIPU, CILU #88  
Paraprofessionals



Handwritten signature of Christopher Trucy in blue ink, written over a horizontal line.



Handwritten signature of Pamela J. Van Winkle in blue ink, written over a horizontal line.

## APPENDIX A<sup>1</sup>

Paraprofessionals will advance to the next band when they have completed the years of service required for that next band. For purposes of this section, a “completed year of service” shall mean twelve (12) months of completed service, as measured on July 1 of each year. Such advancement shall become effective on July 1<sup>st</sup>. (For example, a paraprofessional in Band #2 who reaches their fifth (5<sup>th</sup>) anniversary date on March 1<sup>st</sup> shall advance to Band #3 effective the following July 1<sup>st</sup>.)

Completed Years of Service as of July 1	Band #	Effective and Retroactive to July 1, 2023	Effective July 1, 2024	Effective July 1, 2025
0-1	1	18.17	18.81	19.37
2-4	2	18.49	19.14	19.71
5-6	3	18.81	19.46	20.05
7-9	4	19.40	20.08	20.69
10-12	5	20.06	20.76	21.38
13-15	6	20.73	21.45	22.10
16-18	7	21.60	22.36	23.03
19+	8	22.48	23.27	24.30

### ABA Differential:

In addition to the base hourly wage rates set forth in the wage schedule above, paraprofessionals whose positions, as determined by the Board of Education, require the application of ABA skills and who are assigned to work in autism-specific ABA classrooms, shall receive \$2.50 per hour, effective and retroactive to July 1, 2023. Effective July 1, 2025, the ABA differential shall be increased to \$3.00 per hour.

### Off-Scale Employees:

Employees who are “off scale” shall receive the following general wage increases:

Effective and retroactive to July 1, 2023: 4.0%

Effective July 1, 2024: 2.0%

Effective July 1, 2025: Move to Band 8 On Scale

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<sup>1</sup> The parties acknowledge that several paraprofessionals were placed in a band higher than their actual years of completed service as of July 1, 2019, in order to maintain a pay rate at least equal to their 2018-19 pay rates. (Those placements are set forth in the tentative agreement document signed by both parties on February 3, 2020). Such paraprofessionals will advance to the next band when they have completed the years of service required for that next band, as measured on July 1 of each year. Such advancement shall become effective on July 1<sup>st</sup>.