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THE ASHFORD BOARD OF EDUCATION

and

MUNICIPAL EMPLOYEES UNION INDEPENDENT, INC.

July 1, 2018 through June 30, 2021

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PREAMBLE

This Agreement is entered into by and between the Ashford Board of Education (hereinafter referred to as the "Board") and the Municipal Employees Union Independent, Inc. (hereinafter variously referred to as the "Union" or "MEUI").

ARTICLE I
RECOGNITION

The Ashford Board of Education, in accordance with the Connecticut General Statutes, recognizes the Municipal Employees Union Independent, Inc., as the exclusive representative of paraeducators, cafeteria workers, bus/vehicle drivers, and custodians employed by the Board of Education, excluding temporary and seasonal employees, as defined by MERA.

The term "full-time" when used throughout this Agreement shall mean bargaining unit employees who are regularly scheduled to work thirty (30) hours or more per week. The term "part-time" when used throughout this Agreement shall mean bargaining unit employees who are regularly scheduled to work less than thirty (30) hours per week.

ARTICLE II
MANAGEMENT RIGHTS

Except as specifically abridged or superseded by a provision of this Agreement, the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to manage and direct the operations of the Board, to set and enforce Board policy and manage its work force, including but not limited to the following:

- a. To create, abolish, maintain, expand or reduce programs and activities as, in the judgment of the Board will best serve the interests of the School District;
- b. To decide upon the need and type of facilities, buildings, lands, apparatus, vehicles, equipment, supplies and other property within its control;
- c. To employ, assign, promote, demote, suspend, hire, fire and discipline employees and with reasonable advance notice, to transfer employees and prescribe and enforce reasonable rules and regulations for the performance of work and the maintenance of discipline;
- d. To prescribe work hours and schedules and procedures used to discharge the Board's responsibilities;
- e. In general, to control, supervise and manage the operations of the Board and its staff under governing laws, and to establish or continue policies, practices and procedures for the conduct of Board business and the management it's operations, and from time to time, to change or abolish such policies,

practices or procedures, so long as such changes do not contravene a specific term or condition of this Agreement;

- f. The Board reserves the right to use outside contractors for temporary, emergency or unusual requirements as circumscribed by past practice.
- g. **To select and to determine the number and types of employees required to perform the Board's operations.**

ARTICLE III
UNION SECURITY AND RIGHTS

Section 1

During the term of this contract or extension thereof, all employees in the collective bargaining unit shall, from the effective date of the contract or within seven (7) days from the date of their employment by the Board, as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee for each week worked not to exceed the applicable dues.

Section 2

The Board agrees to deduct from the pay of its employees such membership dues and service fees as may be fixed by the Union beginning with the employee's first payroll period. Such deductions shall continue for the duration of the Agreement or any extension thereof. An employee may withdraw from membership in the Union by giving written notice to the Union and the Board which notice must be received or postmarked within the period June 1 to June 30, inclusive, in any calendar year in which the Agreement is in effect. If permitted by law, such employee will pay a service fee not to exceed the applicable amount of Union dues.

Section 3

The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues. In addition the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make such dues deduction(s). If permitted by law, service fees are deducted automatically.

Section 4

The deduction of Union fees and dues or service fees shall be made during the applicable pay periods and shall be remitted to the financial officer of the Union not later than the third Thursday of the following month. The dues and/or service fees remitted to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made.

Section 5

No dues or fees will be deducted when an employee has exhausted accumulated sick leave or while collecting Workers' Compensation or while on any unpaid leave.

Section 6

The Board agrees to provide space on bulletin boards in each building under its supervision in which a member of the bargaining unit works, for the use of the Union.

Section 7

A Union representative and/or steward entering any school will report his/her presence to the Superintendent upon arrival. **Any such Union visits shall be conducted in accordance with the school district's visitors' policy and procedures.** The discussion, processing or investigation of grievance or other activity shall not interfere with the work assignment of any employee or any other aspect of school operations.

Section 8

The Board shall provide each employee with **access to this contract electronically** within thirty (30) days after the signing of this Agreement. New employees shall be provided with a copy of this Agreement.

Section 9

Employees shall have the right to request Union representation at conferences where an investigatory interview is conducted and the employee has a reasonable expectation discipline is likely to result. Such meetings shall be scheduled so as not to conflict with the scheduled workday.

Section 10

The Union shall indemnify and hold the Board harmless from any and all demands, suits, complaints and claims, including reasonable attorney's fees caused by, or arising out of, the administration or enforcement of this Article.

Section 11

A bank of sixty (60) hours shall be established for the bargaining unit during each contract year (July 1 through June 30) for participation by bargaining unit members in MEIU conventions, training sessions, grievance hearings, negotiating sessions, prohibited practice hearings, preliminary conferences or other similar work-related business during the employees' normal working hours. Absence by bargaining unit members, up to sixty (60) hours per contract year, (in aggregate) shall be without loss of pay or benefits and shall not

be charged to sick, vacation, personal or holiday leave. No more than one person in each classification shall be released pursuant to this section at the same time, unless the presence of a grievant or other necessary party to a hearing is required.

Efforts shall be made by both the Board and the Union to schedule all hearings and meetings outside working hours, when reasonably possible. Prior approval by the Board shall be required for participation at MEIU conventions and training sessions if they occur during the employee's normal working hours. The Union shall provide advance notice to the Board of any requests to attend such meetings.

ARTICLE IV SENIORITY

Section 1

Seniority shall be defined as preferred status for specific stated purposes based on an employee's uninterrupted service with the Board from date of last hire **in a bargaining unit position**, including all authorized paid or unpaid leave, providing the employee returns to work immediately at the conclusion of such leave.

Section 2

The Board shall prepare a list of all employees covered by this Agreement showing their seniority in length of service with the Board and deliver the same to the Union office by October 1 of each year. Upon completion of their sixty (60) school day probationary period, new employees shall be added to this list, and a copy sent to the **Union office and Steward**, which shall conclusively be deemed correct unless challenged by the Union within thirty (30) days from delivery.

Section 3

No employee shall be entitled to attain seniority or other rights under the Agreement until he/she has been continuously on the payroll of the Board for a period of sixty (60) school days. Until expiration of such period, he/she shall be on probation and may be terminated by the Board in its sole discretion for any reason whatsoever, and neither the employee nor the Union, on his/her behalf, shall have recourse to the grievance or arbitration provisions of this Agreement. An employee whose employment is terminated during the probationary period may schedule an interview with his/her supervisor subsequent to the termination to discuss job performance. An employee, after completion of his/her probationary period, shall acquire seniority commencing on the date of his/her employment.

Section 4

Seniority shall terminate (a) upon voluntary resignation or retirement; (b) upon discharge; (c) upon the expiration of recall rights after thirteen (13) months of layoff or (d) refusal of a recall opportunity.

Section 5

An employee hired to fill a position of a bargaining unit member on leave and who subsequently is hired into that regular position (with no break in service) will have his/her seniority count from initial date of hire for continuous fill-in purposes in that classification.

ARTICLE V
VACANCIES

Section 1

Job vacancy is defined as an opening created by death, retirement, resignation, dismissal, transfer, or a new position in the classifications listed in the salary schedule or a new position that falls within the bargaining unit but is not specifically listed in the salary schedule.

Section 2

All employees shall be notified in writing of all vacancies. During the school year, employees shall receive such notice with their paychecks or in the employee's mailbox for those employees who work in the school. If a vacancy occurs during the summer months, notification will be sent by email to all Union members and the Union President or to his/her designee. Any Union member may request all summer postings to be sent by regular mail rather than email.

Section 3

All vacancies within the bargaining unit will be posted internally for a period of seven (7) **business** days prior to being posted externally. Employees interested in filling such a vacancy must apply during the seven (7) **business** day internal posting period or the first work day following the closing of the seven (7) **business** day period.

Section 4

The position will be offered to any employee who meets the required qualifications, skills and abilities, in order of seniority.

ARTICLE VI
LAYOFF AND RECALL

Section 1

In the event of a budgetary problem necessitating the possible layoff, reduction in work force or reduction of hours is required of bargaining unit members; the Board will notify the Union prior to any notification of employees to meet and to discuss the possible alternative

proposals (1) to avoid the reduction and (2) to mitigate the impact on the employee(s). The reduction within each classification shall be made in the following manner: Probationary employees shall be terminated first and then permanent employees in each classification shall be laid off in inverse order of seniority with the Ashford Board of Education, providing all qualifications are substantially equal. The bargaining unit members being terminated shall be notified in writing at least two (2) weeks before the layoff.

Section 2

Whenever a recall of employees is required, the recall shall be made by classification in the inverse order to the reduction procedure followed per Section 1. Recall period shall be no longer than thirteen (13) calendar months.

Section 3

In the event an employee who is qualified for a position that he/she is being recalled to and refuses to return to work when recalled, his/her seniority will be considered lost, and he/she will no longer be considered eligible for recall. Notice of recall shall be sent to the last known address of the employee, return receipt requested, at least seven (7) calendar days before he/she must begin work. Failure to respond to the recall notice within five (5) days of receipt shall be considered a refusal of recall. All rights under this article shall terminate upon refusal of recall. Employees on a recall list shall notify the Superintendent's office of address changes.

Section 4

Employees who had a reduction of hours or are on a recall list shall be given first opportunity for available substitute work.

Section 5

An employee who has been laid off and subsequently re-hired within the recall period shall have his/her sick leave, seniority and step placement restored, effective upon the date of return.

ARTICLE VII SICK LEAVE

Section 1

All employees shall be entitled to **fifteen (15)** sick days per year. **All eligible Bargaining Unit Members will contribute to a Sick Leave Bank as outlined in Section 6.**

Bus/vehicle driver's absences for sick and personal time will be computed based upon the following formula per run:

High School	TBD
Elementary	TBD
Pre-K	TBD
Late Run	TBD
Van Runs	TBD
Mid Bus	TBD

Each August and no later than one (1) week prior to each school year, a committee consisting of the Transportation Coordinator, a designated bus driver and a designated non bus driver shall be established to determine and compute the actual travel time for “runs”, which shall be applied in fifteen (15) minute increments. The established committee shall review the actual time for “runs” no later than January 15th of each school year to ensure accuracy and make any changes necessary to the actual time for “run(s). Should the committee be unable to come to a consensus on the actual travel time for a “run(s)”, the committee shall appeal immediately to the Superintendent for a final decision. The final decision shall be reduced to writing and forwarded to the committee within five (5) days of the appeal.

Section 2

Unused sick days shall be accumulated from year-to-year to a maximum of one hundred (100) days.

Section 3

Sick leave (days) may be used in the following instances:

- a. Serious personal illness which renders the employee unable to work or significantly inhibits his/her performance. No employee shall be compensated for unwarranted sick days as determined by management.
- b. To obtain medically necessary personal medical treatment: Limit of one-half of one working day. The Superintendent may require a certificate verifying said treatment. Under extraordinary circumstances, an employee may utilize an entire working day for medically necessary treatment, provided he/she provides the administration, upon request, documentation from a certified medical facility.
- c. Up to five (5) days of sick leave per year may be used to render medically necessary care to an immediate family member. Immediate family member shall be interpreted to mean spouse, parent, sibling, child, or other person(s) residing in the same household as the staff member.

Section 4

Medical verification of illness, injury or disability may be required by the administration at any time that an abuse of sick leave is suspected. It is understood and agreed that prior to the time that the employee returns to work from sick leave, the Board has the right to require such employee to submit to a physical examination by a doctor of the Board's choosing to assess the employee's fitness for duty. The examination shall be at the expense of the Board and will only apply to absences greater than five (5) consecutive days. If through no fault of the employee there is a delay in the return to work date due to scheduling issues with the Board's doctor, the employee shall be compensated sick days which shall not be deducted from the employee's accumulated sick leave. Medical verification of illness, injury or disability shall automatically be required in any instance in which an employee is absent due to sick leave upon the fifth occurrence within a two (2) month period, starting with the date of the first such absence. Medical verification must be consistent with the original reason provided by the employee concerning his/her absence. If any inconsistency cannot be adequately explained by the employee, the administration shall withhold all compensation for that day of work, and discipline the employee accordingly.

Section 5

Sick days may be taken in thirty (30) minute increments. Bus/Vehicle drivers and the Transportation Coordinator may be charged a fraction of a day based upon the number of routes regularly assigned and the number of routes missed using the chart in Section 1 above.

Section 6

Sick Leave Bank

The purpose of the sick leave bank is to provide employees with at least three years (3) of service in Ashford School with additional paid sick leave when they have exhausted all such paid sick or other paid leave due to personal catastrophic illness or injury.

- 1. An employee requesting days from the bank shall provide competent medical certification of said catastrophic illness or injury thereof.**
- 2. Membership in the sick leave bank is mandatory and automatic for all members of the bargaining unit with three (3) or more years of service in Ashford School. Employees with fewer than three years (3) of service in Ashford School are not qualified to participate in the sick leave bank.**
- 3. Members of the bargaining unit with three (3) years of service will donate three (3) days of their annual sick leave per year on or before October 1st of each year to the sick leave bank.**

4. The sick leave bank shall be capped at one hundred and eighty (180) days. Once the cap has been reached, employee donations shall cease until the sick leave bank falls below the cap, at which time they will resume. Employee contributions shall be made pro-rata and/or by lottery if there are a higher number of donated days than days needed to replenish the sick leave bank.
4. Once donated, the sick leave days shall be deducted from the donating member's annual entitlement and may not be reclaimed.
5. An employee using donated days shall be responsible for any and all tax consequences that result from the acceptance of the donations of paid sick leave to the employee.
6. The Superintendent shall determine whether the illness qualifies for donations from the bank. Decisions of the Superintendent shall not be subject to the grievance procedure.

ARTICLE VIII
VACATIONS

Section 1

The vacation year shall be based on the employee's anniversary date. Employees assigned to work a twelve (12) month schedule shall be entitled to the following vacation schedule:

After one (1) year of employment	ten (10) days
After five (5) years of employment	fifteen (15) days
After fifteen (15) years of employment	twenty (20) days

Section 2

Vacation time must be taken each year and may not be accumulated, except that employees with one (1) to fourteen (14) years of service categories may carry over a maximum of five (5) days.

Section 3

Vacation time must be approved by the Superintendent or his/her designee before a vacation is taken. Since there are certain times during the year when an employee may not take vacation time, each employee should notify the Superintendent or his/her designee in writing as far in advance as is possible in order to obtain prior approval of vacation time.

ARTICLE IX
AUTHORIZED ABSENCE FOR PERSONAL LEAVE

Section 1

The administration agrees to grant all employees up to three (3) personal days for the reasons outlined in this contract. Personal days are not an entitlement, and shall only be taken under the circumstances identified in this contract.

Section 2

Personal days shall be non-cumulative.

Section 3

Personal days may be used in the following instances:

- a. Illness in the family;
- b. Death in the family;
- c. Personal obligation;
- d. Legal business or transaction.

Section 4

Application for personal leave shall be made to the Superintendent of Schools or his/her designee as soon as possible, but in no event less than twenty-four (24) hours before taking such leave, except in cases of emergency, where such leave shall be granted on the basis of the application.

Section 5

In order to be eligible for personal leave, the employee must submit a written application to apprise the administration of the compelling circumstances.

Section 6

No one shall take a personal leave day the day before or the day after a holiday and/or a school vacation day or during the two (2) week period before the opening of school, or during the last week of school, except in compelling circumstances as determined at the discretion of the Superintendent.

Section 7

Personal days must be taken in one (1) day or one-half (1/2) day increments only. Bus drivers may use personal days in increments based upon the number of routes regularly assigned and the number of routes missed.

Section 8

Up to three (3) bereavement days, per death, per school year, shall be granted for a death of a sibling, grandparent, grandchild, in-law, or other person residing in the same household; up to five (5) bereavement days, per death, per school year, shall be granted for a death of: parent, spouse or child.

Section 9

Jury Duty. Employees shall be entitled to full pay at their base rate for absence because of jury duty, less the fee paid with respect to such jury duty, provided reasonable notice is given to the Superintendent. Reasonable notice is within seven (7) days for receiving notification from the State of Connecticut informing him/her that he/she may have to report for jury duty. It is understood that the employee shall not be penalized if he/she gives the administration this notice, and is later relieved from the jury pool, and reports to work on that day. If the employee is released from jury duty by noon, he/she shall report to work. Employees shall make every reasonable effort to defer jury duty until the period of time when school is not in session.

Section 10

Maternity Leave. Bargaining unit members who become pregnant shall so notify the Superintendent or his/her designee at least four (4) months prior to the expected date of delivery and shall thereafter provide a doctor's certificate indicating continued fitness for work at least monthly or more often if there is a change in her condition during the month. Leave shall begin when, in the opinion of her doctor, the bargaining unit member is no longer physically able to work or upon confinement, whichever comes first. Leave shall expire when in the opinion of her doctor she is able to return to work. Except in the case of unusual medical difficulties of the bargaining unit member, leave is not expected to continue for more than six (6) weeks after delivery.

Section 11

Family and medical leave shall be permitted in accordance with applicable law. The employee is obligated to inform the administration as soon as possible, but in no event less than two (2) weeks, except in cases of emergency, prior to his/her intention to utilize family and medical leave. An employee shall use accumulated sick leave prior to starting unpaid leave if the leave is due to his/her own serious health condition. Employees shall be permitted to retain 5 days sick leave. All employees shall use vacation leave and personal time prior to starting unpaid leave.

Section 12

An employee may apply for a leave without pay. The Board reserves its management right to accept or reject the request. All leaves are subject to approval by the Board of Education

under the following terms:

- a. The applicant must apply for this leave in writing indicating **his/her** reasons for the request as well as the beginning and intended end dates of the leave requested.
- b. Time on unpaid leave will not be considered when determining seniority, longevity, or any accumulation of service.
- c. Any unpaid leave approved by the Board ends on the date indicated in the leave request, and the employee must indicate in writing **his/her** desire to return to work at least (30) days prior to the end of the leave, or by May 1 of the school year during which **his/her** leave is scheduled to expire; whichever comes first.
- d. Employees on leave or an extended leave who fail to advise the administration in writing of their intent to return to work, as indicated in section c, shall be considered to have resigned.
- e. Upon return from their leave, the employee will be placed in a position within the bargaining unit as determined by the administration, and shall not be guaranteed the same position that **he/she** held prior to taking their leave.
- f. If any employee wishes to apply for an extension of his/her leave they must apply in writing seven (7) days before the end of **his/her** leave, except in cases of an emergency, when employees must notify the Superintendent as soon as possible.

ARTICLE X
HOLIDAYS

Section 1

The following holidays shall be observed as days off, with full pay, for all ten (10) and twelve (12) month employees:

Good Friday	Martin Luther King Day
Christmas Day	President's Day
Memorial Day	Labor Day (only if school begins prior to)
Thanksgiving Day	Columbus Day
Day after Thanksgiving	
New Years Day	

Section 2

Any employee assigned to work a twelve (12) month schedule shall, in addition, receive Independence Day and Labor Day (whether within the school year or not) as paid holidays.

Section 3

Holidays falling on a Saturday shall be celebrated on the preceding day if school is not in session. Holidays falling on Sunday shall be celebrated on Monday if school is not in session. If school is scheduled to be in session on any of the above holidays, all employees shall work on such holidays, but shall receive an additional day off at a time mutually agreeable to said employees and the Superintendent of Schools.

ARTICLE XI WAGES

Section 1

The rates of pay shall be attached hereto as Appendix A and shall be part of this contract.

Section 2

All employees shall receive one (1) hour's pay if they report to work at their scheduled time and are sent home by their supervisor due to the cancellation of their normal scheduled work hours. In the event the Superintendent dismisses school earlier than scheduled, employees shall be paid for all of their regularly scheduled hours regardless of the actual number worked.

Section 3

Whenever an employee is permanently moved from one classification to a different classification which has a higher maximum rate of pay, he/she shall be paid at the lowest step in the higher classification which produces an increase, only if such movement to the higher classification occurred prior to January 1 of the school year.

Section 4

Whenever an employee is permanently moved from one classification to a different classification with a lower maximum rate of pay, he/she shall be paid at the step in the lower classification which is closest to his/her current rate of pay.

Section 5

Paraeducators shall be paid for a full working day on all school days when the school has an unscheduled late opening or an unscheduled early closing.

Section 6

Ashford Bus Drivers shall be compensated at their regular rate of pay for their regularly scheduled hours on days when they have no riders under the following conditions:

- a) The driver has a regularly scheduled bus route.
- b) The driver reports to work, or is contacted either by phone or in person by his/her supervisor and directed not to report to work. It is the supervisor's responsibility to document any occurrences where employees are directed not to report to work.
- c) The driver remains available either in person or by phone to cover any of the other regularly scheduled drivers' routes during the hours the driver is regularly scheduled to work.
- d) The driver must accept an alternate route if it is offered.

This section only applies to the situation where the driver has only one (1) regularly scheduled rider.

Section 7

When a paraeducator is assigned to work as a substitute teacher, the paraeducator shall be compensated the higher of the two rates of pay for the time the paraeducator is required to work as a substitute teacher. The Superintendent/Board shall monitor the use of paraeducator as substitutes on a full day basis.

Section 8

When a paraeducator is assigned to work as a secretary, the paraeducator shall be compensated one dollar (\$1.00) more per hour for the time the paraeducator is required to work as a secretary. The compensation shall be prorated in one-quarter (1/4) increments (i.e. twenty-five cents (\$.25) for each one-quarter (1/4) hour worked.)

Section 9

Overtime payment shall be paid to any employee who works in excess of eight (8) hours in any given day within his/her classification (i.e. Bus Driver, Custodian, etc.) or forty (40) hours in any given week within or outside of his/her classification, at a rate of one and one-half (1 ½) times the employee's regular hourly rate of pay.

Overtime pay will be paid at a rate of one and one-half (1 ½) times the employee's regular hourly rate of pay for all hours worked on Saturday, and two (2) times the employee's regular hourly rate of pay for all hours worked on Sunday, except for those employees whose regular schedule includes Saturday and/or Sunday, overtime rate increases do not apply unless they exceed the hours of their regular schedule. The Board will not hire additional employees to work Saturday and/or Sunday exclusively to reduce overtime or to eliminate the standard work force or the hours that bargaining unit members work. The Superintendent/Board maintains the right to hire and/or schedule employees to meet the needs of the school.

Section 10

Custodial overtime will be offered by seniority on a rotating basis. Rejection of an offer of

overtime will move the Custodian to the bottom of the rotation. Employees are expected to be available for emergency overtime assignments and overtime shall be distributed equitably amongst Custodial employees. Should the Board not receive volunteers to work an assignment, the overtime shall be filled by inverse seniority on a rotating basis.

Section 11

The Transportation Coordinator is a leadership position, and therefore, hours are based upon need, and shall be determined by events and/or the administration. However, under normal circumstances the Transportation Coordinator shall be on call the following hours:

5:00 AM to 8:00 AM, Monday through Friday
3:00 PM to 6:30 PM, Monday through Thursday
3:00 PM to 5:30 PM, Fridays
4:30 AM to 8:00 AM on days when the schedule is modified by inclement weather or other emergencies.

The Transportation Coordinator will remain on-call any time that a bus is on the Road. The Transportation Coordinator shall be paid for time devoted to the carrying out of his/her duties. The Transportation Coordinator may submit time, computed in fifteen (15) minute intervals, for payment when he/she receives calls related to his/her duties.

Section 12

The Board shall designate one custodian as a maintainer/custodian. This employee shall receive a one dollar fifty cent (\$1.50) increase to his/her hourly rate.

- a. In addition to traditional custodial responsibilities, the employee designated as a maintainer will be responsible for not only organizing contractors to conduct maintenance of the facility, but also responsible to personally make minor repairs, and carrying out building and grounds maintenance.
- b. Any employee directed to perform maintenance duties, as stated in section a, shall receive the above differential for all actual hours worked performing the aforementioned duties.

Section 13

One custodian shall be designated the custodial supervisor annually (July 1st) and receive a stipend of five thousand dollars (\$5,000) for this responsibility.

- a. The custodial supervisor will participate in staff evaluation, scheduling, and assignments with the school administrator designated as the administrator in charge of the custodial group of employees.
- b. The designation as custodial supervisor must be renewed each May for the following

year. There is no automatic renewal or expectation of renewal for this position for any incumbent custodial employee.

c. In the event a facilities manager is hired to oversee management of the facility and supervise custodial staff, this stipend will cease to exist.

ARTICLE XII
MEDICAL INSURANCE

Section 1

The Board shall provide individual insurance coverage for paraeducators, bus/vehicle drivers, cafeteria workers and custodians, subject to premium sharing requirements as follows. Coverage shall include:

- A. Life and Accidental Death Insurance
 - 1. Life - \$50,000
 - 2. Accidental Death and Dismemberment - \$40,000
 - 3. Amount reduced by thirty-five percent (35%) at age sixty-five (65) with an additional fifteen percent (15%) reduction at age seventy (70).

- B. A High Deductible Health Plan ("HDHP") with a Health Savings Account ("HSA") as summarized in Appendix E. For plan participants who may not be eligible (Medicare enrolled or receiving benefits from TriCare or VA) for the HDHP/HSA plan, the Board shall make available a HDHP/HRA plan with the same deductible funding as received by HSA participants, offered on the same terms and conditions. HRA participants can roll over funds remaining in the HRA account up to the deductible or amount permitted by IRS regulations.

The deductible for a single employee will be \$1,500 per policy year. The deductible for an employee with 1 or more dependents (considered family coverage) will be \$3,000 per year. **Effective July 1, 2019, the deductible for a single employee shall increase to \$2,000 per policy year and the deductible for an employee with 1 or more dependents (considered family coverage) will be \$4,000 per year.**

The Board will fund 50% fifty per cent of the applicable HDHP deductible by deposit into an employee's HSA account. The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts on or around September 1st of the contract year. 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 shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

C. Dental - Anthem Blue Cross and Blue Shield Flexible Dental Plan.

Section 2

All bargaining unit members shall have the opportunity to enroll eligible family members in the insurance plans described.

Effective July 1, **2018** through the life of this contract, full-time employees shall be responsible for the payment of ten percent (10%) of their individual health and dental insurance premium costs and twenty percent (20%) premium share for dependent coverage. Effective July 1, **2018** through the life of this contract, the Board shall be responsible for ninety percent (90%) of the premium cost attributable to individual coverage and eighty percent (80%) of the premium costs attributable to eligible family members for full-time employees.

All employees shall indicate their intent to participate in this plan by the 1st of January or forfeit all rights for participation in the health and dental insurance plan. This time limit shall not apply to employees hired after February 1st, or to employees who undergo a change in family circumstances (e.g., divorce, death or birth of family member, etc.), who shall be required to indicate their intent to change coverage within thirty days of such change in family circumstances. Employee premium contributions shall be provided through payroll deductions that will be prorated over the ten (10) month period.

Section 3

Part time employees shall be entitled to prorated insurance benefits. For purposes of this Article, part time employees shall mean those employees who regularly are scheduled to work less than thirty (30) hours per week (an average of less than six (6) hours per day) during the work year. The Board shall pay that portion of the insurance premiums that it would otherwise be required to pay for full-time employees, multiplied by a fraction, the numerator of which is the number of hours per day that the part time employee is regularly scheduled to work, and the denominator of which is seven (7). By way of an example, the Board's obligation for an employee who is regularly scheduled to work three and one-half (3 ½) hours per day shall be forty-seven and one-half percent (47.5%) of individual insurance costs for employees first hired prior to July 1, 1998 (3.5/7.0), or forty-five percent (45%) of individual insurance costs for employees hired on or after July 1, 1998 (3.5/7.0x90%), and an additional thirty percent (30%) (3.5/7.0x60%) of spouse or family premium costs.

Section 4

Insurance coverage is provided on a twelve (12) month basis.

Section 5

The Board reserves the right to change insurance carriers, so long as the change does not adversely affect insurance coverage. No change will be made without at least one month's advance notice to the Union. Prior to any change, any available descriptive material concerning the new program of insurance and at least one informational session will be made available to all employees who may be affected by such a change. In the event the Board exercises its right to change insurance carriers, the Board agrees to negotiate with the Union regarding any savings it may incur.

Section 6

Employees may waive insurance at the beginning of any contract year in which the Board fully insures its health insurance obligation, in consideration for which he/she shall receive the following payment: one thousand dollars (\$1,000) if eligible for single coverage; one thousand five hundred dollars (\$1,500) for two-person coverage; two thousand dollars (\$2,000) for family coverage. An employee who experiences a change in circumstances may request reinstatement of benefits in writing and shall reimburse to the Board, pro-rated, any waiver payment received. Waiver payment shall be paid in two (2) equal installments, one (1) in the first paycheck in September and one (1) in the first paycheck in February.

Part time employees hired after July 1, 2013 shall be eligible for a pro-rated waiver equivalent to the percentage of the board's obligation to provide health insurance payment as defined in section 3 of this provision.

Section 7

The contract and attached insurance matrices contain summaries and descriptions of various insurance benefits. It is agreed and understood by the parties that the insurance descriptions contained in this Agreement and the matrices are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or the matrix, the policies shall always prevail.

Section 8

If the Board reasonably determines 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 49801, 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 XIII TAX SHELTERED ANNUITY

Section 1

The Board shall contribute a percentage of each employee's gross regular wages to a 403(b) or other agreed upon tax sheltered annuity or retirement plan. As governed by applicable law and IRS regulations and limitations, employees may at their individual discretion pay additional amounts but shall not be required to make such payments. Employee contributions shall be made through payroll deduction and sent to the plan administrator at least once per month, or as determined by the regulations of the annuity. Board contribution shall be equal to a percentage of each employee's gross salary earned and shall be sent to the plan administrator at least once per month, or as determined by the regulations of the annuity.

Section 2

The employer contribution **will be 6% effective July 1, 2018, 6.5% effective July 1, 2019 and 7% effective July 1, 2020** of each employee's gross salary.

ARTICLE XIV
JOB DESCRIPTIONS

The Board shall have the right to create and revise job descriptions, subject to the Union's right to negotiate the impact, if any, of any change in a job description. Prior to creating or revising a job description, the Board will provide an opportunity for the Union to have input into the process. The Union has the right to request that the Board review and/or revise a job description.

ARTICLE XV
PERFORMANCE EVALUATIONS

Section 1

Employees shall receive an annual performance evaluation from his/her direct supervisor by June 10th of each school year or the last week of school.

Section 2

The employee shall be given a copy of his/her performance evaluation, which he/she is required to sign at the time of receipt. An employee's signature on such form shall not be considered to indicate agreement or approval of the evaluation's content by the employee.

Section 3

An advisory committee of administration and bargaining unit members shall be formed to

propose modifications in the evaluation form used for each job classification within the bargaining unit. This process shall be initiated every time substantial changes to the evaluation form are to be made.

ARTICLE XVI
PERSONNEL RECORDS

Section 1

An employee covered hereunder shall, on his/her request, be permitted to examine and copy any and all materials in his/her personnel file. The Union may have access to any employee's records upon presentation of written authorization by the appropriate employee.

Section 2

No written evaluations, written warnings, reprimands or notice of other disciplinary action of an employee shall be placed in his/her personnel file without notice to the employee. Delivery of a copy to an employee marked "cc personnel file" shall be adequate notice. An employee may make a written response to evaluations which are contained in his/her files.

ARTICLE XVII
DISCIPLINARY ACTION

Section 1

The employer has the right to discharge an employee for just cause. A written notice indicating the reasons for dismissal shall be mailed to the employee no later than five (5) working days following the date of dismissal, with a copy to the Union. The employee will be paid the amount due him/her on the next pay day. If the employer has an immediate need to correct or counsel the employee, such discussion shall take place in a manner so as not to embarrass the employee before other employees or the public.

Section 2

No employee shall be reprimanded, suspended or discharged without just cause. A claim that discipline is not for just cause shall be subject to the grievance procedure.

Section 3

The employer has the right to suspend without pay, an employee for just cause. A written notice indicating the reasons for suspension shall be mailed to the employee no later than two (2) working days following the date of suspension, with a copy to the Union.

ARTICLE XVIII
GRIEVANCE PROCEDURE

Purpose

The purpose of this procedure is to secure, at the lowest possible supervisory level, equitable solutions to the problems which may, from time to time, arise affecting the working conditions of members of the bargaining unit. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate to the level of the procedure.

Definitions

1. "Grievant" shall mean any member of the bargaining unit represented by the Union and may include a group of bargaining unit members similarly affected by a grievance or the Union. "Board" shall mean the Board or a committee of the Board, at the Board's option.
2. "Days" shall mean working school days, except after school closes for the school year, when "days" shall then mean workdays, Monday through Friday.
3. "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. Where Board action is required by law, it shall not give rise to a grievance.

Informal Procedure

1. If an employee feels that he/she may have a grievance, he/she should first discuss the matter with the appropriate supervisor in an effort to resolve the problem informally.
2. If an employee is not satisfied with such disposition of the matter, he/she shall have the right to have the Union assist him/her in further efforts to resolve the problem informally with the appropriate supervisor.
3. An employee should utilize the informal procedure within five (5) days after he/she knew, or should have known, of the underlying act or condition.

Formal Procedure

1. No grievance will be recognized under the Formal Procedure unless a statement of the grievance is filed with the Superintendent of Schools no later than twenty (20) calendar days following the date on which the grievant knew or, through reasonable diligence, should have known, of the act or condition which caused the grievance.

2. LEVEL ONE --- Superintendent of Schools
 - a. If the grievant is not satisfied with the outcome of the formal procedures, he/she may, within twenty (20) days after he/she knew or, through reasonable diligence, should have known of the act or condition which caused the grievance, file a grievance with the Superintendent of Schools.
 - b. The Superintendent shall within ten (10) days after receipt of the grievance, meet with the grievant, who may be accompanied by a representative of the Union for the purpose of resolving the grievance.
 - c. The Superintendent shall, within ten (10) days after the meeting, render his/her decision and the reasons, therefore in writing, to the grievant, with a copy to the Union.

3. LEVEL TWO --- Board of Education
 - a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may within ten (10) days after the decision file a grievance with the Board of Education.
 - b. The Board shall, within twenty (20) days after receipt of the appeal, meet with the grievant, who may have a representative of the Union assist him/her for the purpose of resolving the grievance.
 - c. The Board shall, within ten (10) days after such meeting, render its decision and the reasons, therefore in writing, to the grievant, with a copy to the Union.

4. LEVEL THREE – Mediation
 - a. The Union may, at its option, submit the grievance to mediation within ten (10) days of either the Superintendent's or Board of Education's decision.
 - b. The Union shall submit the grievance to mediation by notifying the State Board of Mediation and Arbitration (SBMA) in writing.
 - c. The purpose of mediation is for the mediator to assist the parties to resolve the grievance. Should the grievance not be resolved the Union may proceed to Level Four of the grievance procedures.

5. LEVEL FOUR -- Arbitration

- a. The Union, may at its option, submit the grievance to arbitration within ten (10) days of the Board's decision.
- b. The submission to arbitration shall be in writing and shall state the provisions of the contract allegedly violated and the remedy sought. The Union shall submit the grievance to arbitration by notifying the Board and the American Arbitration Association in writing.
- c. The arbitrator shall hear and decide only one (1) grievance in each case. The arbitrator shall have no power in any matter to make an award which amends, adds to, subtracts from or eliminates any provision of this Agreement. He/she shall be bound by and must comply with all the terms of the contract.
- d. The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to the parties, setting forth his/her findings of facts, reasoning and conclusion. Such decision shall be binding on all parties.
- e. The cost of arbitration shall be borne equally by the Board and the Union.
- f. No employee may proceed to Level Four on his/her own. Only the Union may submit the grievance to arbitration.

Miscellaneous

1. Failure by the Superintendent or the Board of Education to meet the time lines for response shall be treated as a rejection of the grievance on the final day allowed for such response, and the grievant shall be permitted to proceed to the next level of the procedure within the prescribed time limits following rejection. Failure by the grievant to appeal the rejection of a grievance within the allotted time limit shall be deemed to be acceptance of the disposition of the grievance. However, all time limits are subject to extension by written agreement between the Union and the Superintendent.

ARTICLE XIX
SAVINGS CLAUSE

Should any article, section or portion of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article or section.

ARTICLE XX
TRAINING

Section 1

Where an employee is required by the employer to attend training, the employee shall be paid for time so spent (i.e. new employee orientation, technology training, Bus Driver certification training, etc.). The Board agrees to provide all training as required by law.

Section 2

The Board will provide CPR/First Aid training at the Ashford School without pay for employees who wish to attend on their own time. This training will be provided every two (2) years pursuant to certification requirements. No employee is required to attend or will be paid for this training.

Section 3

Paraeducators shall be offered professional development where appropriate and approved by the administration. The Board shall compensate paraeducators attending such professional development their hourly rate of pay.

Section 4

The Board shall create a five thousand dollar (\$5,000) tuition fund that shall be available to members of the bargaining unit for training or advance education that has been approved by the Superintendent. This fund shall be split equally among applicants based upon approved credits received. Dispersal of the fund will take place in the last paycheck in June.

ARTICLE XXI HEALTH AND SAFETY

Section 1

The Board shall continue to make every reasonable effort to provide safe and healthful conditions of work for all employees.

ARTICLE XXII MISCELLANEOUS

Section 1

Each Cafeteria worker and Custodian will receive a two hundred dollar (\$200) clothing/shoe allowance. Employees hired during the school year will receive a prorated amount based on the number of days remaining in the school year. Employees must provide proof of purchase for reimbursement.

Section 2

The Board shall make a reasonable effort to tell paraeducators prior to the end of the school year whether or not the Board anticipates the continuance of their positions. The initial confirmation shall include the specifics about their assignment for the next school year, if different from their current duties. Should the necessity arise for subsequent change, the employee(s) involved will be notified as soon as possible.

Section 3

The Board will provide the Transportation Coordinator a work cellular telephone to perform the required on-call duties.

ARTICLE XXIII
FACILITIES

The Union may call meetings after work hours and with the approval of the Superintendent or his/her designee, may meet in school buildings according to the terms and procedures followed by other groups also permitted to hold meetings in school buildings after work hours.

ARTICLE XXIV
HOLDOVER

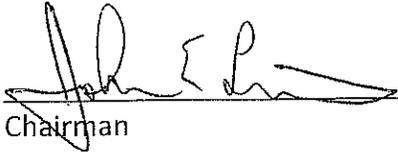
In the event that the Board and the Union shall fail to secure a successor Agreement prior to the termination of this Agreement, this Agreement will extend until a successor Agreement is executed, including the existing wage scale.

ARTICLE XXV
DURATION

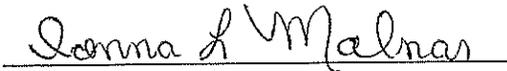
This Agreement shall be effective as of the first day of July, **2018** and remain in effect until the 30th day of June, **2021** and shall fix for its term the wages, hours and working conditions of bargaining unit members.

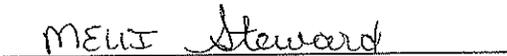
IN WITNESS WHEREOF, the parties have set their hands this 20th day of June **2018**.

ASHFORD BOARD OF EDUCATION


Chairman

MUNICIPAL EMPLOYEES UNION
INDEPENDENT, INC., LOCAL #506
(MEUI)





APPENDIX A
WAGE SCHEDULE

During the term of this Agreement the hourly wages for the classifications listed below shall be as follows:

	<u>July 1, 2018</u> 2.75% GWI	<u>July 1, 2019</u> 2.75% GWI	<u>July 1, 2020</u> 3.0% GWI
<u>Bus/Vehicle Driver</u>			
Step 1	\$22.81	\$23.44	\$24.14
Step 2	\$23.94	\$24.60	\$25.34
<u>Transportation Coordinator</u>			
Step 1	\$26.30	\$27.02	\$27.84
<u>Custodian</u>			
Step 1	\$17.32	\$17.80	\$18.33
Step 2	\$18.20	\$18.70	\$19.26
Lead Custodian	\$22.03	\$22.64	\$23.32
<u>Paraeducator</u>			
Step 1	\$16.67	\$17.13	\$17.64
Step 2	\$17.58	\$18.06	\$18.61
Step 3	\$18.21	\$18.71	\$19.27
Step 4	\$19.04	\$19.56	\$20.17
<u>School Lunch Helper</u>			
Step 1	\$16.70	\$17.16	\$17.67
Step 2	\$17.38	\$17.86	\$18.40
<u>Assistant Cook</u>			
Step 1	\$18.22	\$18.72	\$19.28
Step 2	\$19.48	\$20.02	\$20.62
<u>Head Cook/Supervisor</u>			
Step 1	\$18.54	\$19.05	\$19.62
Step 2	\$19.76	\$20.30	\$20.91

Bargaining unit members shall advance on steps as indicated on the salary schedules, on July 1 of each year, except those bargaining unit members who were hired on or after January 1, of that school year.

The Head Cook/Supervisor shall receive an annual stipend for performing the "Cafeteria Manager/Director" work of six thousand dollars (\$6,000.00) to be paid in the first paycheck

in September, January and April.

The current Head Cook/Supervisor shall be grandfathered in said positions.

Upon the current Head Cook/Supervisor vacating her respective position, the Superintendent may elect to terminate the position(s), re---designate the Supervisor's stipend and position or hire a management employee outside of the bargaining unit to manage/supervise the cafeteria.

APPENDIX B
LONGEVITY

All employees in the bargaining unit shall be eligible for one (1) longevity payment based upon the following schedule. Such payment to be made in the last payroll of the year and will be included with the final check.

<u>Years of Service</u>	<u>Payment</u>
Ten (10) to fourteen (14)	\$300.00
Fifteen (15) to nineteen (19)	\$400.00
Twenty (20) to twenty--five (25)	\$500.00
Twenty---six (26) to twenty---nine (29)	\$600.00
Thirty plus (30+)	\$700.00

APPENDIX C
BUS DRIVERS

Bus/Vehicle drivers shall be paid the appropriate hourly rate according to the following:

All drivers shall record on an appropriate time card, on a daily basis, their actual working time. Working time shall include the following: pre-trip inspection, cleaning, gas up time, time waiting for repairs and maintenance to be completed, time to and from the garage for maintenance with the vehicle, driver instructions and testing, vehicle inspection, and such other occasions as requested or approved by the administration.

Drivers shall be paid their appropriate hourly rate when they are available for driving but no vehicle is available for use.

Time cards must indicate the actual time starting and finishing work. Drivers shall be paid a minimum of one (1) hour's pay for any single or individual run. When completing the time cards, thirty (30) minutes of work time shall be allowed prior to the start of a run and is to be used to complete a thorough inspection of the vehicle and fifteen (15) minutes of time shall be allowed to arrive at the first stop totaling forty-five (45) minutes. In addition, drivers shall be paid for time spent at the garage waiting for repairs and time to fuel.

All buses and other livery vehicles shall be parked overnight at a central location, as designated by the Superintendent of Schools.

Bidding for regular school transportation runs shall be conducted, on the basis of seniority, up to forty (40) hours per week for each driver. After all drivers have had an opportunity to bid on forty (40) hours of work, any remaining regular school transportation runs shall be distributed equitably among all drivers. Drivers with less than forty (40) hours will have the first opportunity to bid for field trips (by seniority) until they reach forty (40) hours. Bidding for field trips and sporting events will be done each year by seniority and shall be equally distributed among drives on a rotating basis.

Drivers have the responsibility of getting the bus back to the central location if they are not going to complete their daily runs. Assignment of double runs will be based on the needs of the district to get the students home or to school quickly.

Appendix D regarding drug and alcohol testing shall become part of this Contract.

APPENDIX D
DRUG AND ALCOHOL TESTING (DRIVERS)

Section 1 --- Introduction

The work performed by vehicle drivers employed by the Ashford Board of Education, constitutes an essential public service involving the health and safety of drivers and their passengers. Any misuse of equipment that is operated by drivers poses a potential hazard to the employee, his/her passengers and to the general public. The use, possession, or influence of any controlled substance, as defined in C.G.S. §21a--240, and/or alcohol by drivers employed by the Ashford Board of Education during working hours, is strictly prohibited. The Board may conduct reasonable suspicion and random drug and alcohol testing, provided it does so in accordance with Section 31-51t et seq. and applicable federal law.

Section 2 --- Random Testing

Commencing immediately, the Board of Education shall engage in a program of random testing of driver employees for the presence of drugs and/or alcohol. Such tests will be conducted throughout the calendar year. Tests will be unannounced and spread reasonably and unpredictably throughout this period in a manner that ensures that every driver has an equal chance of being tested. Employees can only be tested during the summer when they are working or scheduled to work. Testing will occur at times mutually agreed to by the Union and Management. Seasonal or yearly changes to those times will be negotiated, if necessary, when bus routes are rebid. Under extenuating circumstances, including when no substitute driver is available, testing times may be changed.

Section 3 --- Testing for Cause

- A. Should the employer have reasonable suspicion that an employee is under the influence of drugs and/or alcohol, either through observation of the driver's behavior by fellow employees or supervisors, or by a complaint (other than an anonymous complaint) received in writing from a member of the community, the driver may be required to undergo tests for the presence of drugs and/or alcohol during working hours. Prior to any testing, the driver will be given an opportunity to explain his/her behavior or any accusation that may be made. The Employer may choose to require testing only after permitting the employee to submit his/her explanation to a **trained supervisor and observation by the supervisor.**
- B. Testing for the presence of drugs and/or alcohol shall be required as soon as possible following a reportable accident involving such driver. A reportable accident requiring an immediate drug test shall be defined as any incident that results in either one thousand dollar (\$1,000) damage to a vehicle or any injury and/or death. All other

incidents must also be reported but will not automatically initiate the need for a drug/alcohol test unless there is reasonable suspicion of abuse.

- C. Pre-employment testing for alcohol may be conducted at the discretion of the Employer, **while pre-employment drug testing for drugs is mandatory.**

Section 4 --- Refusal to Submit to Testing

Refusal by a driver to submit to drug and/or alcohol testing (either random or for cause) shall constitute cause for immediate dismissal.

Section 5 --- Testing Procedures

- A. All drug testing will be performed by a firm which is certified **by the National Laboratory Certification Program (NLCP)**, and which meets the standards contained in the United States Department of Health and Human Services Guidelines.
- B. Alcohol testing may be conducted either by a firm which is certified **by the National Laboratory Certification Program (NLCP)**, or by the Connecticut State Police.
- C. Union representation shall be permitted during all phases of drug and/or alcohol testing and investigatory interviews. However, no such interview or test shall unreasonably be delayed due to the unavailability of a Union representative.
- D. All drug (urinalysis) testing protocol and procedures shall be governed by 49 CFR Part 40.
- E. All urine samples shall be immediately sealed and indelibly labeled with the date, tested employee's name, location of collection, and the name of the person and organization performing the collection and analysis, as well as the name of the Medical Review Officer (MRO).
- F. Safeguards shall be implemented upon the advice of a testing firm which is certified **by the National Laboratory Certification Program (NLCP)**, regarding origin and pre-sample custody of urine sample containers, chain of custody for urine samples and type and degree of testing and/or backup testing to be performed on samples.
- G. If testing is necessarily conducted outside normal working hours, wages and travel expenses shall be paid for testing time on a door to door basis (except pre-employment and pre-return-to-work testing). All testing shall be conducted at the employer's expense.

Section 6 --- Disciplinary Action

- A. Upon detection of the presence of drugs and/or alcohol after the foregoing procedures have been employed, the driver shall be subject to disciplinary action, including, but not limited to:
 - release from duties for the remainder of the day without pay;
 - suspension for a period of up to two (2) weeks without pay;
 - probation for a period up to six (6) months, during which additional unannounced testing will occur;
 - immediate dismissal.
- B. The sequence described above does not imply a mandatory plan of progressive discipline. In cases of serious abuse, accident or injury, immediate dismissal may be imposed.
- C. Whenever the Superintendent of Schools has cause to suspect that a driver is unfit for duty due to alcohol or chemical consumption, the driver shall be immediately relieved from duty.
- D. Should the Employer choose to impose disciplinary sanctions short of dismissal following a positive drug and/or alcohol test result, the employee who has tested positive may be subjected to more frequent testing than employees without positive test results, for a period of thirty---six (36) months from such positive test.

Section 7 --- Confidentiality

- A. The results of drug and/or alcohol testing, as well as the fact that testing has been ordered, will be recorded and retained in confidential files separate from the driver's personnel file and will not be disclosed to any outside party, except as required by law, or as requested in writing by the tested driver. The Union will be notified in writing of the identity and date of any driver testing within two (2) working days of such test.
- B. The identify, location and procedures employed by the testing laboratory and/or MRO used by the Employer shall be shared with the Union upon request.

Section 8 --- Voluntary Admission of a Substance Abuse Problem

Any driver who voluntarily admits to the existence of a drug or alcohol abuse problem shall, upon request, be granted a leave of absence, not to exceed two (2) months, for the purpose of allowing the driver to embark upon a program of rehabilitation. During any period of unpaid leave of absence, the driver will not accrue any benefits, but may continue his/her

enrollment in the employer's health insurance program upon payment by such employee of his/her share of the insurance premium on the first day of each month in advance. During his/her period of absence, he/she shall be entitled to use all available sick leave and/or personal leave. Upon exhaustion of available paid leave, an unpaid leave of absence shall be granted for the remainder of the two (2) month period.

Section 9 --- State or Federal Law

If, due to a change in or promulgation of Federal or State law or regulation, any portion of this drug and alcohol testing procedure shall conflict with such law or regulation, that portion of this procedure which so conflicts shall become invalid, and shall be replaced with the law or regulation with which it is in conflict.

APPENDIX E
HEALTH PLAN SUMMARY



FlexPOS-CNT-HSA-1500I/3000F-12-Combined Open Access Contract Year Benefit

Summary

Open Access High Deductible Health Plan (HDHP) for use with a Health Savings Account (HSA)

This is a brief summary of benefits. Refer to your ConnectiCare Insurance Company, Inc Certificate of Coverage for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described below are per member per Contract year. A referral from your primary care provider is not required.

The individual deductible applies if you have coverage only for yourself and not for any dependents. The family deductible applies if you have coverage for yourself and one or more eligible dependents. In addition, if you have family coverage, any applicable copayment, coinsurance or cost share maximums will apply until the total is met for the family, without regard to how much any one family member has met.

Personalized for: Ashford BOE HSA

	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Contract Year Plan Deductible <i>(Deductible is combined for In- and out-of-network health services and prescription drugs)</i>	\$1,500 per Individual \$3,000 per Family	
Out-of-Pocket Maximum <i>(Includes a combination of deductible, copayments and coinsurance for health services and pharmacy services)</i>	\$3,000 per Individual \$6,000 per Family	
Out-of-Network Reimbursement	Plan will reimburse the coinsurance percentage of the Maximum Allowable Amount.	
Lifetime Maximum Benefit	Unlimited	
PREVENTIVE SERVICES <i>(Refer to "Prevention and Wellness" section found at the end of this summary)</i>	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Physical Exam	No Member cost <i>(Plan Deductible waived)</i>	20% after Plan Deductible
Gynecological Preventive Exam	No Member cost <i>(Plan Deductible waived)</i>	20% after Plan Deductible
Preventive Laboratory Services <i>(Complete blood count and Urinalysis)</i>	No Member cost <i>(Plan Deductible waived)</i>	20% after Plan Deductible
Baseline Routine Mammography	No Member cost <i>(Plan Deductible waived)</i>	20% after Plan Deductible
Routine Mammography	No Member cost <i>(Plan Deductible waived)</i>	20% after Plan Deductible
Breast Ultrasound Screening	No Member cost after Plan Deductible	20% after Plan Deductible
Routine Vision Exam <i>(one exam per year when provided by an Optometrist or Ophthalmologist)</i>	No Member cost <i>(Plan Deductible waived)</i>	20% after Plan Deductible

PREVENTIVE SERVICES <i>(Refer to "Prevention and Wellness" section found at the end of this summary)</i>	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Hearing Screenings <i>(one exam per year)</i>	No Member cost <i>(Plan Deductible waived)</i>	20% after Plan Deductible
OUTPATIENT SERVICES	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Primary Care Services <i>(includes services for illness, injury, sickness, follow-up care and consultations)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
Specialist Services <i>(includes services for illness, injury, sickness, follow-up care and consultations)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
Gynecological Office Services	No Member cost after Plan Deductible	20% after Plan Deductible
Maternity Care Office Visits <i>(Prenatal Care)</i>	No Member cost	20% after Plan Deductible
Allergy Testing	No Member cost after Plan Deductible	20% after Plan Deductible
Allergy Injections	No Member cost after Plan Deductible	20% after Plan Deductible
Laboratory Services <i>(includes services performed in a Hospital or laboratory facility)</i> <i>(Please refer to the provider directory for facility type)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
Non-Advanced Radiology <i>(includes services performed in a Hospital or radiology facility)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
Advanced Radiology <i>(includes services for MRI, PET and CAT scan and Nuclear Cardiology performed in a Hospital or radiology facility)</i> <i>(Please refer to the provider directory for facility type)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
Outpatient Rehabilitative Therapy <i>up to 50 visits per year combined with chiropractic</i> <i>(includes services combined for physical, speech, and occupational therapy and chiropractic services)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
Retail Clinic	No Member cost after Plan Deductible	20% after Plan Deductible
EMERGENCY/ URGENT CARE	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Walk-In/Urgent Care Centers	No Member cost after Plan Deductible	Same as In-Network Benefit

EMERGENCY//URGENT CARE	IN-NETWORK MEMBER PAY	OUT-OF-NETWORK MEMBER PAYS
Emergency Room	No Member cost after Plan Deductible	Same as In-Network Benefit
Ambulance Services	No Member cost after Plan Deductible	Same as In-Network Benefit
HOSPITAL SERVICES	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Inpatient Hospital Services, Including Room & Board <i>(includes facility and provider services)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
Hospital Outpatient Surgical Facilities <i>(includes services performed in a Hospital facility)</i> <i>(Please refer to the provider directory for facility type)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
Ambulatory Surgical Center <i>(includes services performed in a stand-alone ambulatory facility)</i> <i>(Please refer to the provider directory for facility type)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
Skilled Nursing Facilities <i>up to 120 days per year</i>	No Member cost after Plan Deductible	20% after Plan Deductible
Inpatient Rehabilitation <i>up to 100 days per year</i>	No Member cost after Plan Deductible	20% after Plan Deductible
Private Duty Nursing <i>up to \$15,000 per year</i>	No Member cost after Plan Deductible	20% after Plan Deductible
MENTAL HEALTH SERVICES	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Inpatient Mental Health Services <i>(including inpatient acute and residential programs)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
Inpatient Alcohol and Substance Abuse Treatment <i>(including inpatient acute and residential programs)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
Outpatient Mental Health, Alcohol and Substance Abuse Treatment <i>(including office visits and professional services provided in the home)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
Outpatient Mental Health, Alcohol and Substance Abuse Treatment <i>(intensive outpatient treatment and partial hospitalization programs)</i>	No Member cost after Plan Deductible	20% after Plan Deductible

OTHER SERVICES	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Durable Medical Equipment Including Prosthetics and Disposable Medical Supplies <i>(Includes Wigs prescribed by an oncologist for Member suffering hair loss as a result of chemotherapy or radiation therapy up to one wig per year)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
Diabetic Equipment and Supplies	No Member cost after Plan Deductible	20% after Plan Deductible
Nutritional Counseling <i>(Limit 3 visits per year)</i>	No Member cost after Plan Deductible	20% after Plan Deductible
Home Health Services up to 200 visits per year <i>(Nursing and therapeutic services limited to 200 visits)</i> <i>(Home Health aide services limited to 80 visits that are applicable to the 200 visit limit)</i>	No Member cost after Plan Deductible	20% after Plan Deductible

PREVENTION AND WELLNESS

In-Network prevention and wellness services as defined by the United States Preventive Service Task Force (listed below) are exempt from all member cost share (deductible, copayment and coinsurance) under the Patient Protection and Affordable Care Act (PPACA). Services that are exempt from cost share must be identified by the specific codes. The codes your health care provider submits must match ConnectiCare's coding list to be exempt from all cost share. Please note that not all preventive services are listed below and that some diagnostic services provided in relation to preventive and wellness services require member cost share. Go to www.connecticare.com/preventive for more information on coverage of preventive care or services.

- Routine physical exam and appropriate screening and counseling for adults (including but not limited to cardiovascular disease, depression, obesity and sexually transmitted infections)
- Preventive care and screenings for infants, children and adolescents supported by the Health Resources and Services Administration (including but not limited to depression, obesity and sexually transmitted infections)
- Preventive care and screenings for women supported by the Health Resources and Services Administration:
 - At least one well-woman preventive care visit annually to obtain the recommended preventive services
 - Screening for diabetes during pregnancy, two per pregnancy
 - Human Papillomavirus (HPV) testing, age 30 or older, one per year
 - Counseling on sexually transmitted infections for all sexually active women, two per year
 - Counseling and screening for human immune-deficiency virus (HIV) for all sexually active women
 - Contraceptive methods approved by the Food and Drug Administration, sterilization procedures and contraceptive patient education and counseling
 - Comprehensive lactation support, counseling, a breast pump (either manual or non-hospital grade electric), and breastfeeding supplies
 - Screening and counseling for interpersonal and domestic violence for all women and adolescents
- Bone density screenings, age 60 or older
- Screening for colorectal cancer using fecal occult blood testing, sigmoidoscopy, or colonoscopy, age 50 or older
- Routine Mammography Screening
- Immunizations recommended by the Advisory Committee on Immunization Practices of the CDC
- Outpatient Laboratory Services:
 - Cervical cancer and cervical dysplasia screening – pap smear
 - Lipid cholesterol screening for adults and children at risk
 - Fasting plasma glucose or hemoglobin A1c
 - Hematocrit and Hemoglobin for children up to age 21
 - Lead screening for children
 - Tuberculin testing for children
 - Chlamydia, syphilis and gonorrhea screening for females all ages
 - Human immunodeficiency virus screening – HIV testing
 - Hypothyroidism screening in newborns, under 3 months of age
 - Screening for phenylketonuria (PKU) in newborns, under 3 months of age
 - Screening for sickle cell disease in newborns, under 3 months of age
 - Hepatitis B screening for adolescents and adults at risk
 - Hepatitis C screening for adults at risk
 - Lung Cancer Screening for adults ages 55 – 80 who have smoked
- Routine vision screening up to age 21, one per year when services are rendered by a primary care provider
- Routine hearing screening up to age 21 when rendered by a primary care provider
- Dental caries prevention up to age 5 when rendered by a primary care provider
- Developmental, autism, and psychosocial/behavioral assessments up to age 21 when rendered by a primary care provider
- Dietary counseling for adults with cardiovascular disease, hyperlipidemia or obesity
- Alcohol misuse screening and counseling
- Tobacco cessation interventions
- Screening for hepatitis B, iron deficient anemia, Rh (D) blood typing and asymptomatic bacteriuria in women who are pregnant.
- Screening for abdominal aortic aneurysm in men who have ever smoked
- BRCA counseling and genetic screening for women at risk
- Physical therapy to prevent falls in adults ages 65 and older

- . If you have questions regarding your plan, visit our website at www.connecticare.com or call us at (860) 674-5757 or 1-800-251-7222.
- . Many services require that you obtain our pre-certification or pre-authorization prior to obtaining care prescribed or rendered by network providers or non-participating providers. A reduction will apply if you do not obtain pre-authorization for these specified services. Refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information.
- . For mental health, alcohol, and substance abuse services call 1-888-946-4658 to obtain pre-authorization.
- . Out-of-Network cost shares are reimbursed at the maximum allowable amount. Members are responsible to pay any charges in excess of this amount. Please refer to your ConnectiCare Insurance Company, Inc. Certificate of Coverage for more information.
- . If you are a Massachusetts resident, please refer to your *amendatory rider for Massachusetts mandated benefits* for additional details of your mandated benefits.
- . If you are a Massachusetts resident, this plan along with pharmacy services meets Massachusetts Minimum Creditable Coverage standards for 2015.
- . Your plan is Insured by ConnectiCare Insurance Company, Inc.

Benefits are Subject to Department of Insurance Approval



FlexPOS Combined Deductible Prescription Drug Plan for Use with Health Savings Account (HSA) Benefit Summary

This is a brief summary of your prescription drug benefits. Refer to your prescription drug rider for complete details on benefits, conditions, limitations and exclusions, or consult with your benefits manager. All benefits described below are per member per Contract year.

Personalized for: Ashford BOE HSA

PRESCRIPTION DRUGS		
Covered prescription drugs through retail Participating Pharmacies or our mail order service. Your Plan includes the following: Voluntary Mail Order Program.		
	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Contract Year Plan Deductible <i>(Deductible is combined for IN- and Out-of-Network health services and prescription drugs)</i>	\$1,500 Individual \$3,000 Family The Contract Year Deductible can be reached by any combination of covered Health Services or covered prescription drug services. If you have Family coverage, then covered Health Services and covered prescription drugs will be applied to the Family Plan Deductible until the total amount is met without regard to which family member uses the benefits.	
Out-of-Pocket Maximum <i>(Includes a combination of deductible, copayments and coinsurance for health and prescription services)</i>	\$3,000 Individual \$6,000 Family	
Out-of-Network Reimbursement	Not Applicable	Plan will reimburse the coinsurance percentage of the Maximum Allowable Amount.
RETAIL PHARMACY <i>(up to a 34 day supply per prescription)</i>	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Tier 1 drugs <i>(Generic Drugs)</i>	No Member Cost after Plan Deductible	20% after Plan Deductible
Tier 2 drugs <i>(Preferred Brand Drugs)</i>	No Member Cost after Plan Deductible	20% after Plan Deductible
Tier 3 drugs <i>(Non-Preferred Brand Drugs)</i>	No Member Cost after Plan Deductible	20% after Plan Deductible
MAIL ORDER PHARMACY <i>(up to a 100 day supply per prescription)</i>	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Tier 1 drugs <i>(Generic Drugs)</i>	No Member Cost after Plan Deductible	100%
Tier 2 drugs <i>(Preferred Brand Drugs)</i>	No Member Cost after Plan Deductible	100%

MAIL ORDER PHARMACY (up to a 100 day supply per prescription)	IN-NETWORK MEMBER PAYS	OUT-OF-NETWORK MEMBER PAYS
Tier 3 drugs (Non-Preferred Brand Drugs)	No Member Cost after Plan Deductible	100%

Additional Information:

- Under this program covered prescription drugs and supplies are put into categories (i.e., tiers) to designate how they are to be covered and the member's cost-share. The placement of a drug or supply into one of the tiers is determined by the ConnectiCare Pharmacy Services Department and approved by the ConnectiCare Pharmacy & Therapeutics Committee based on the drug's or supply's clinical effectiveness and cost, not on whether it is a generic drug or supply or brand name drug or supply.
- Generic drugs can reduce your out-of-pocket prescription costs. Generics have the same active ingredients as brand name drugs, but usually cost much less. So, ask your doctor or pharmacist if a generic alternative is available for your prescription. Also, remember to use a participating pharmacy. Most pharmacies in the United States participate in our network. To find one, visit our Web site at www.connecticare.com or call our Member Services Department at 1-800-251-7722.
- Amounts paid by members because they must pay a price difference for a brand name drug do not count towards meeting any deductible, coinsurance, copayment, or cost share maximum.
- Certain prescription drugs and supplies require pre-authorization from us before they will be covered under the prescription drug rider. You should visit our Web site at www.connecticare.com or call our Member Services Department at 1-800-251-7722 to find out if a prescription drug or supply requires pre-authorization.
- Most Specialty drugs are dispensed through Specialty Pharmacies by mail, up to a 30 day supply. Specialty Pharmacies have the same Member Cost Share as all other participating pharmacies and are not part of ConnectiCare's Voluntary Mail Order program. The Member Cost Share for Specialty Pharmacy is different from the Cost Share for ConnectiCare's Mail Order program.
- Always remember to carry your ConnectiCare ID Card.
- If you are a Massachusetts resident, please refer to your amendatory rider for Massachusetts mandated benefits for additional details of your benefits.

ASHFORD BOE FLEX DENTAL PLAN

Description of Benefits	You Pay:
Annual Deductible (<i>individual/family</i>)	\$50 Individual/\$150 Family
Annual Maximum <i>per member per calendar year</i>	\$1,000
DIAGNOSTIC & PREVENTIVE SERVICES <ul style="list-style-type: none"> • Initial evaluation • Periodic evaluations - 1 every 2 years • X-rays - 2 Bitewings covered every year/Full Series - 1 every 3 years • Cleanings, twice a year • Fluoride treatment to age 19 • Comprehensive Oral Exam - 1 every 3 years • Space maintainers to age 19 • Emergency palliative treatment • Periodontal Maintenance 	No Charge
BASIC SERVICES <ul style="list-style-type: none"> • Simple and surgical extractions • Oral surgery • Fillings • Endodontics including but not limited to root canal therapy • Repair and relining of dentures • Recement Crown • Recement Bridge • Repair Bridge 	20%
MAJOR SERVICES <ul style="list-style-type: none"> • Periodontics • Crowns - 1 per tooth every 5 years • Inlays - 1 per tooth every 5 years • Onlays - 1 per tooth every 5 years • Prosthodontics including but not limited to bridgework, partial and full dentures • Post and core • Dentures Full & Partial - 1 upper and 1 lower denture every 5 years 	50%, after deductible

Accessing Benefits:

Participating Benefits: When a member receives care from one of our participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services. For dental care provided by a Participating Dentist, we will pay the lesser of Dentist's usual charge or maximum allowable amount as determined by Anthem BCBS. The participating Dentist will accept Anthem BCBS's payment in full and make no additional charge to the member, except as otherwise specified in the member's certificate of coverage.

Non-Participating Benefits: Anthem BCBS will pay the maximum allowable amount as determined by Anthem BCBS. The member is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.

Dental claims should be submitted to PO Box 9274, Oxnard, CA 93031

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 restoration; 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 Certificate of Coverage.

This is not a legal policy or contract. It is only a general description of your benefits. If there are discrepancies between the Certificate of Coverage and this summary, the Certificate of Coverage shall control.

