

**AGREEMENT**

between

**THE DARIEN BOARD OF EDUCATION**

and

**DARIEN SCHOOL MAINTENANCE  
ASSOCIATION  
LOCAL 1303-252 OF CONNECTICUT  
COUNCIL #4  
AFSCME, AFL-CIO**

**EXPIRES JUNE 30, 2019**

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**THIS AGREEMENT** is made and entered into by and between the **DARIEN BOARD OF EDUCATION** (hereinafter "**Board**") and **DARIEN SCHOOL MAINTENANCE EMPLOYEES UNION LOCAL 1303-252 OF CONNECTICUT COUNCIL #4 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO** (hereinafter "**Union**").

**ARTICLE I**  
**RECOGNITION**

The Board hereby recognizes the Union as the exclusive representative and bargaining agent for the Board's regular full-time maintenance persons and groundskeepers (hereinafter "Employee(s)") with respect to wages, hours and other conditions of employment of such Employees, but not for persons excluded from the definition of employee under the Municipal Employee Relations Act, Conn. Gen. Stat. §§7-467 - 7-477, inclusive, or any other employees of the Board.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

Except to the extent expressly curtailed by a specific provision of this Agreement, the Board, acting by itself or through its agents, reserves and retains all rights and authority, whether exercised or not, solely and exclusively to operate, manage and administer the Darien Public School system including, but not limited to, the right to manage its physical plant and direct its affairs and working forces, to administer and operate the schools and determine the extent to which the schools shall be operated, and to direct the Employees covered by this Agreement.

**ARTICLE III**  
**SENIORITY**

**SECTION 3.0.** Seniority is defined as the length of continuous employment with the Board in this bargaining unit. For purposes of layoff and recall, seniority is defined as the length of continuous employment with the Board in the Employee's current classification.

**SECTION 3.1.** The Board shall prepare and maintain a seniority list, which shows the seniority order and the last effective seniority date of Employees.

**SECTION 3.2.** An Employee's seniority will be lost and continuous employment terminated if he or she:

- 3.2.1.** quits or resigns;
- 3.2.2.** is discharged for cause;

- 3.2.3.** retires;
- 3.2.4.** is on layoff for more than one (1) calendar year or his or her length of seniority, whichever is less;
- 3.2.5.** loses his or her recall rights, as set forth in Article VI, Section 6.1; or
- 3.2.6.** is absent without reporting for three (3) consecutive days, unless he or she has a satisfactory reason for failure to return.

**ARTICLE IV**  
**PROBATIONARY PERIOD**

A newly hired Employee will be on probation for the first one hundred eighty (180) calendar days of his or her employment. During the probationary period, the Employee shall earn no seniority and the Board may discipline or discharge the Employee without recourse and any such action by the Board shall not be the basis for a grievance or subject to arbitration. Upon completion of the probationary period, the Employee's seniority shall be credited back to the Employee's date of hire.

**ARTICLE V**  
**VACANCIES**

A vacancy for a regular full-time position in this bargaining unit shall be posted for a period of at least five (5) workdays prior to filling the job on a regular basis. Any Employee interested in applying for the job shall notify the Board in writing. Although the Director of Facilities shall consider seniority in making his or her decision, vacancies shall be filled by the candidate determined by the Director of Facilities to be the most qualified.

**ARTICLE VI**  
**LAYOFF AND RECALL**

**SECTION 6.0.** In the event the Board decides to lay off an Employee or Employees, the least senior Employee or Employees in the classification from which the layoff will occur will be laid off first provided the remaining Employees in that classification are qualified, in the judgment of the Board, to perform the work remaining after the layoff.

**SECTION 6.1.** An electrician, plumber, carpenter, painter, or HVAC Technician who is laid off shall have the option to displace the least senior groundskeeper, provided the laid off Employee has greater seniority than the

groundskeeper to be displaced and has the ability, in the judgment of the Board, to do the work that will be required after the layoff of the displaced groundskeeper.

If, after the layoff, a vacancy occurs in the laid off Employee's prior classification, he or she may apply for such position pursuant to the Agreement's Vacancy provision (Article V). In the event the laid off Employee is selected to fill the position, he or she shall be credited with full classification seniority for the period during which he or she performed the groundskeeper work, provided the Employee's seniority is not otherwise terminated under Article III, Section 3.2.

**SECTION 6.2.** Employees laid off from employment with the Board will remain eligible for recall for a period of time equal to their respective seniority at the time of layoff up to a maximum of one (1) calendar year following the date of layoff. Such eligibility for recall will be to a position for which they are qualified, in the judgment of the Board, in the classification from which they were laid off. Such recall will be in reverse order of layoff, provided the person in line for recall is qualified, in the judgment of the Board, to perform the work available. An Employee on the recall list will lose his or her recall rights if he or she: (i) fails to respond to a notice of recall within ten (10) regular workdays after delivery of said notice sent to the address on the Board's records or (ii) fails to report for work when scheduled after acceptance of recall or (iii) refuses an offer of recall.

## **ARTICLE VII** **HOURS OF WORK AND OVERTIME**

**SECTION 7.0. Workday and Workweek.** Forty (40) hours shall constitute a normal workweek, and eight (8) hours shall constitute a normal workday, Monday through Friday, with one (1) unpaid half-hour for lunch normally at or close to noon.

Employees' work schedules, including but not limited to, the work schedules of groundskeepers assigned to perform custodial work, shall normally be 7:00 a.m. to 3:30 p.m. Any change in work schedule will be documented in writing by the Director of Facilities

**SECTION 7.1. Overtime.** The Board will pay an Employee at a rate of one and one-half (1½) times his or her regular straight-time hourly rate for all time he or she works as assigned in excess of eight (8) hours in a normal workday or forty (40) hours in a normal workweek.

The Board shall pay an Employee at a rate of two (2) times his or her regular straight-time hourly rate for all time he or she works on emergency work on a Sunday or holiday, provided that such work is specifically assigned or approved by the Director of Facilities.

**SECTION 7.2. Call Back.** The Board shall pay Employees a minimum of three (3) hours at the applicable rate of pay for all emergency callbacks. Call back time shall begin one half-hour prior to the Employee's arrival at his/her job site.

**SECTION 7.3. No Pyramiding.** There shall be no pyramiding of overtime or call back pay.

**SECTION 7.4. Emergency Callback Committee.** The Board shall establish a committee to review and suggest modifications to the procedures concerning emergency callback periods that result in Employees working for at least sixteen (16) consecutive hours (the "Emergency Callback Committee"). The Emergency Callback Committee shall consist of the Director of Facilities, the Director of Human Resources, the President of the Union, and one other employee designated by the Union. The Emergency Callback Committee shall hold its first meeting by October 31, 2016, or by such other time to which the Board and the Union mutually agree.

## **ARTICLE VIII** **HOLIDAYS**

**SECTION 8.0. Holiday Schedule.** The Board recognizes the following holidays as paid Holidays under this Agreement:

New Year's Day	Martin Luther King's Birthday
Presidents' Day	Good Friday
Memorial Day	Independence Day
Labor Day	Day after Thanksgiving
Thanksgiving Day	Christmas Eve or Day After Christmas*
Christmas Day	Two Floating Holidays**
Independence Day	

\*The Board will recognize as a paid Holiday whichever of these days, Christmas Eve or the Day After Christmas, falls on a week day. If both days fall on a week day, the Employee may choose which day he or she wishes to take as a paid Holiday.

\*\*See Section 8.3 below.

To be eligible for Holiday pay, the Employee must fully work his or her last scheduled workday preceding the Holiday and his or her first scheduled workday following the Holiday, unless the Director of Facilities has excused the Employee from working that day (including by approving sick or personal leave for the day). An Employee will not be eligible for Holiday pay for Holidays that fall during his

or her leave of absence, regardless of whether the leave is with or without pay, without express prior approval from the Director of Facilities.

**SECTION 8.1. Holidays During Vacation.** If a recognized holiday for which the Employee is eligible falls during his or her vacation, that day will not be charged against the Employee's accumulated vacation.

**SECTION 8.2. Holidays During Sick Leave.** If a recognized holiday for which the Employee is eligible falls during a period in which the Employee is on paid sick leave, the Employee will not be charged for a sick leave day on the day on which the holiday falls.

**SECTION 8.3. Floating Holiday.** A floating holiday is a paid holiday which the Employee may request to use on any regular workday during the fiscal year without loss of regular pay.

An Employee may not take a floating holiday unless it is approved in advance by the Director of Facilities. The Director of Facilities will grant requests for a floating holiday unless, in the good faith exercise of his or her judgment, work requirements make it impractical to do so. If more than one (1) Employee requests a floating holiday on the same day, and the Director of Facilities determines in the good faith exercise of his or her judgment that all such requests cannot be granted, the Director of Facilities will grant as many of the requests as he/she determines are appropriate, on a first-come, first-served basis. If more than one (1) such request is submitted at the same time, seniority will be the deciding factor provided the Director of Facilities is satisfied that there will be enough Employees at work on the floating holiday to perform the tasks required.

## **ARTICLE IX** **VACATIONS**

**SECTION 9.0. Vacation Benefit.** Each regular full-time Employee shall, upon satisfactory completion of his or her probationary period of employment, earn vacation benefits in accordance with the following schedule, retroactive to his or her first full month worked:

<b>Full Years of Continuous Service Successfully Completed Annually</b>	<b>Amount of Vacation Earned per Month Worked Thereafter</b>	<b>Maximum Vacation Time Available</b>
Less than four (4) years' service	0.83 days per month worked	2 weeks (10 workdays)

Four (4) years' service	1.25 days per month worked	3 weeks (15 workdays)
Nine (9) years' service	1.66 days per month worked	4 weeks (20 workdays)
Twenty (20) years' service	2.08 days per month worked	5 weeks (25 workdays)

For example, an eligible Employee in his or her first, second, third and fourth years of continuous service will earn vacation time off at the rate of 0.83 day for each full month he or she works in each such year. After successful completion of four (4) years of continuous service (e.g., in his or her fifth (5th) year of continuous service), the Employee will begin to earn vacation time off at the rate of 1.25 days for each full month he or she works continuously until he or she has successfully completed nine (9) years' continuous service, whereupon, beginning in his or her tenth (10th) year of continuous service, he or she will earn vacation time off at the rate of 1.66 days for each full month he or she works.

As used in this Section, a "month worked" is any calendar month in which the Employee worked at least one-half (½) the available regular workdays. Time during the month for which the Employee is paid under a provision of this Agreement (i.e., sick days, vacation days [paid or unpaid, provided the time off is expressly approved in advance by the Director of Finance], holidays and personal days) shall be considered days worked for the purposes of this Section.

**SECTION 9.1. Vacation Selection and Use.** Vacation Selection and Use. Employees may request vacation time off in increments of not less than one (1) normal workday, nor more than the maximum amount of vacation time off the Employee has accrued. All requests for vacation time off of one (1) week or more shall be submitted to the Director of Facilities at least seven (7) workdays prior to the initial date of the vacation. All requests for vacation time off of less than one (1) week shall be submitted to the Director of Facilities at least forty-eight (48) hours prior to the initial date of vacation. Failure to comply with the notice provisions in this Section shall result in the denial of the Employee's request for vacation time off, and any unapproved time off taken by the Employee shall be unpaid. No vacations may be taken without prior approval by the Director of Facilities. Vacations shall normally be taken between September 1 and June 1, when school is in session. Nevertheless, vacations may be scheduled at other times subject to the approval of the Director of Facilities.

**SECTION 9.2. Vacation Carryover.** Employees who have completed nine (9) years of service with the Board and who thereby earn vacation at the rate of 1.66 days per month (or twenty [20] days per year) may defer use of up to five (5)

such vacation days to the next vacation year provided, that such deferral will not disrupt the normal flow of work in the opinion of the Director of Facilities. No Employee shall be allowed to defer vacation time in two (2) consecutive years. The vacation year shall coincide with the fiscal year. Vacation time will not accumulate from year to year, except as specifically set forth above. Annual statements of vacation status will be provided to each Employee at the end of each fiscal year. Effective the work year beginning July 1, 2014, Carryover days will be limited to 5 days beyond what a member of the bargaining unit can accrue on the anniversary date of employment based on his seniority with the school system. Any excess will be used prior to the anniversary date which fall in the 2014-15 work year or lost. Example: if an employee has seniority that accrues 15 vacation days, he may carry over (15 plus 5) 20 vacation days.

**SECTION 9.3. Payment of Unused Vacation.** An Employee who terminates his or her employment shall be paid for all earned but unused vacation. If the Employee dies, his or her estate will be paid for all earned but unused vacation.

## **ARTICLE X** **LEAVE PROVISIONS**

**SECTION 10.0. Sick Leave.** Each Employee shall earn sick leave at the rate of 1.25 days per month worked, to a maximum of fifteen (15) days per year. Unused sick leave will accumulate to a maximum of one hundred forty (140) days. A sick day is defined as any regularly scheduled workday when the Employee is required to be absent from work because of a legitimate illness or injury. In order to qualify for sick leave benefits when an Employee is absent three (3) consecutive days or in cases where the Board or the Director of Facilities has a good faith doubt that an Employee is legitimately ill or injured, the Employee may be required to present satisfactory proof of illness to the Director of Facilities, including, but not limited to, documentation from a physician or an examination by a medical doctor of the Employee's choice. Failure of an Employee to submit such satisfactory proof of illness shall bar the Employee from eligibility for any sick leave benefits for the period of such absence.

**SECTION 10.1. Emergency Leave.** Leave of absence with pay for personal emergencies may be granted only at the discretion of the Director of Facilities. Such leaves may be granted for death in the Employee's immediate family; i.e., parent, spouse, child, brother, sister, grandparent, or parent-in-law, and for legal obligations (e.g., court appearances).

**SECTION 10.2. Jury Duty Leave.** The Board shall reimburse an Employee for the difference between his or her regular pay for his or her normal workday and the *per diem* paid to him or her for jury service, if less than the regular pay, in any normal workday on which the Employee is absent to serve on

a jury. Employees who are excused from jury duty prior to 2:00 p.m. shall change clothes and report to work as soon as possible.

**SECTION 10.3. Workers' Compensation.** Employees absent because of compensable injuries (i.e., those for which they are eligible to receive Workers' Compensation benefits) shall have their sick leave pay prorated so that the amount an Employee receives in daily sick leave pay will equal only that amount necessary to make up the difference between his/her regular daily rate of pay at straight-time under this Agreement (for a maximum of eight [8] hours per day) and the amount he/she receives as daily Workers' Compensation pay. The prorated pay will be exclusive of the three (3) days waiting period required by Workers' Compensation on a per injury basis, and the sick leave policy procedure shall apply to the three (3) day waiting period.

Similarly, the amount of sick leave time off to which the Employee is entitled at the beginning of his/her period of absence will be charged with only so much as he/she used on a daily basis, so that for example, if Workers' Compensation benefits account for two-thirds of the Employee's daily pay, and sick leave benefits one-third, then one-third sick leave day shall be charged against the Employee's accumulated sick leave for every full day of such absence.

The maximum amount of sick leave that can be charged against the Employee's accumulated balance for a compensable injury is ten (10) sick days.

Such supplement shall end after one year, after which time an affected Employee shall only receive any Workers' Compensation pay.

**Section 10.4. Statutorily Mandated Leaves.** Each Employee will be permitted to be absent from work for reasons mandated by state and/or federal law, such as federal family and medical leave and military duty. Claims that the Board or any of its agents violated any of such mandates shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

**Section 10.5. Application.** Any leave or time off provided for under this Agreement will also be counted toward satisfying any statutorily mandated leaves of absence, including, but not limited to, the federal Family and Medical Leave Act. Decisions of the Director of Facilities regarding statutory or discretionary leave requests pursuant to this Article shall not be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

## **ARTICLE XI** **COMPENSATION**

**SECTION 11.0. Wage Schedule.** Employees will be paid in accordance with the schedule attached hereto as Appendix A and made part of this Agreement. The Board may pay probationary Employees, during their respective probationary periods, at lower hourly rates than those set forth on Appendix A attached hereto, provided hourly rates shall not be reduced to a level that, if annualized, would yield the probationary Employee more than fifteen hundred dollars (\$1,500.00) less than the regular rate would yield him or her if annualized. After satisfactory completion of the probationary period, the Board shall pay the Employee at the current applicable regular straight-time hourly rate for the position.

**SECTION 11.1. Tax Sheltered Annuity (TSA).** Each Maintenance Employee will be paid an annuity equal to 1.2% of base pay annually, in addition to the appropriate salary rate in Appendix A attached hereto. This annuity payment will be paid by the Board into an annuity fund selected by the Maintenance Employee from an approved list of funds determined by the Board.

**SECTION 11.2. Temporary Work at Higher Classification.** A Maintenance Employee assigned in writing by the Director of Facilities to substitute for the Maintenance/Custodian Supervisor for a period in excess of five (5) consecutive normal workdays, shall be paid an additional stipend equal to eight dollars (\$8.00) per day, retroactive to the first day of such assignment, for each day he or she so substitutes, as assigned. A groundskeeper who is assigned to perform painting work shall be compensated at the rate of fifty cents (\$0.50) per hour above his or her regular straight-time hourly rate for all time he or she spends performing such painting work, as assigned.

**SECTION 11.3. Vehicle Reimbursement.** An Employee who is specifically authorized or assigned by the Director of Facilities to use his or her vehicle in the performance of his or her work shall be reimbursed by the Board in accordance with the Board's current mileage reimbursement policy.

**SECTION 11.4. Pay Period.** The normal payday shall be every other Friday. Overtime pay shall be paid as required by law.

**SECTION 11.5.0. Uniforms.** At all times while on duty, Employees must wear uniforms designated by the Director of Facilities.

**11.5.1.** Each fiscal year, the Board shall provide each Employee with a uniform consisting of two (2) sweatshirts, two (2) button-down shirts, six

(6) tee shirts and four (4) pair of pants. Employees will be responsible for the cleaning and maintenance of their uniforms.

**11.5.2.** Suitable outer gear, acceptable to the Director of Facilities, for outside work during the winter months shall also be a standard uniform item, but shall be purchased by the Employee. Once during the term of this Agreement, the Director of Facilities shall reimburse each Employee in an amount not to exceed \$100 for the purchase of a replacement for his or her worn or otherwise unserviceable outer gear. The Director of Facilities may also authorize an Employee to purchase uniform items to replace those that become worn or otherwise no longer suitable for wear.

**11.5.3.** The Board will provide extra protective clothing for use by Employees when needed for dirty work that is hard on regular uniforms and rain gear for Employees when required to work outside in foul weather.

**SECTION 11.6. Tools.** Broken tools owned by an Employee will be replaced or repaired when such tools are broken on the job. The Employee is expected to have his/her own tools; however, some tools and equipment will be supplied by the Board. An annual tool allowance of one hundred fifty dollars (\$150.00) will be paid to the carpenter, electrician, plumber, HVAC Technician and Maintenance Supervisor, and the Employee who performs vehicle repair work for the Board. An annual tool allowance of fifty dollars (50.00) will be paid to the painter.

**SECTION 11.7. Safety Shoes.** Once per contract year, the Board shall reimburse each Employee up to a maximum of one hundred dollars (\$125.00) for approved safety shoes, provided the Employee purchases such shoes during the contract year and regularly wears such shoes while performing work for the Board.

**SECTION 11.8. Safety Eye Glasses.** Employees shall wear safety glasses (prescription safety glasses if needed) as required by the Director of Facilities. The Board shall pay for the cost of such required safety eyewear.

**SECTION 11.9. Direct Deposit.** Employees will be paid through Direct Deposit to their personal bank account.

## **ARTICLE XII** **INSURANCE**

**SECTION 12.0. Medical Plan.** The Board will make comprehensive group hospital and medical program, as described herein, available during the term of this Agreement to each eligible Employee who applies for it and to his or her eligible dependents. Additionally, the Board will provide a three-tier incentive

based prescription drug formulary program with co-pays as described below during the term of this Agreement to each eligible Employee who applies for it and to his or her eligible dependents, subject to the terms and conditions set forth in the Medical Plan and in this Article.

Although prescription drug coverage provided hereunder is part of the Medical Plan, the Board may, at its option, provide such prescription drug coverage through the same carrier as or through a different carrier from the one that provides hospital/medical coverage hereunder.

Effective July 1, 2016, the Board of Education shall provide as the only plan a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA), with a single person deductible of \$2,000 and a Family deductible of \$4,000. Prescription drugs will be treated as any other expense until the applicable deductible level is reached. After the deductible is met covered drugs will be subject to a \$5 (\$10 when permitted by law)/\$35/\$40 co-pay for retail and 2x those costs for Mail order. Members will be given the opportunity to join the HDHP during an open enrollment period in May/June.

The Board will pay twenty-five percent of its share of the deductible at the beginning of each quarter (July 1, October 1, January 1 and April 1).

Any Employee ineligible to participate in the HSA may participate in a Health Reimbursement Arrangement (HRA) with the same terms as the HSA.

**SECTION 12.1 Dental Plan.** The Board will make comprehensive group dental insurance coverage available during the term of this Agreement to each eligible Employee who applies for it and to his or her eligible dependents. Covered services will be made available under the dental plan in effect as of the date on which this Agreement is signed (the "Dental Plan"), subject to the terms and conditions set forth in the Dental Plan and in this Article.

**SECTION 12.2.1. Means Of Providing Covered Service And Terms.** The Board may self-insure the Medical and/or Dental Plan in whole or in part or, upon termination of an insurance contract with any carrier, may enter into an insurance contract with the same or a different carrier to provide covered services at a level that is not significantly diminished from the level of covered services in effect as of the date on which this Agreement is signed. The Board will provide the Union with as much advance notice as practicable of its plan to change the means by which it provides such covered service or to self-insure, which, under normal circumstances, shall be not less than sixty (60) days in advance.

**12.2.2. Cost Containment.** Covered individuals must comply with any and all of the requirements set forth in the Medical and/or Dental

Plans, an available alternate plan to which the Employee subscribes and/or by the care/service provider concerning pre-certification, pre-admission testing, utilization review, second opinions and other such cost control and utilization monitoring provisions.

**SECTION 12.3. Costs of Coverage.** The Board and each covered Employee will share the cost of the Medical Plan and Dental Plan coverage, as described above, that the Employee elects for him- or herself and his or her dependents from among the coverage that the Board makes available and for the Long-Term Disability coverage the Board provides Employees, as described below.

**12.3.1 Medical and Dental Plan.** For coverage of regular full-time Employees under any of the Board's Medical and Dental Plans, the Board will contribute an amount equal to the following percentages of the cost of such coverage under the Board's primary Medical and Dental Plans (including any and all increases in such costs that may arise during the term of this Agreement) and the covered Employee will pay the balance, provided that the Board will not be required to pay more for the coverage supplied by a more expensive alternate provider selected by the Employee than it would have to pay for coverage supplied by its primary carrier for the coverage provided:

<b><u>EFFECTIVE DATE.</u></b>	<b><u>BOARD'S PREMIUM SHARE.</u></b>
<u>July 1, 2016</u>	<u>Eighty-one percent (81%)</u>
<u>July 1, 2017</u>	<u>Eighty percent (80%)</u>
<u>July 1, 2018</u>	<u>Seventy-nine percent (79%)</u>

**SECTION 12.4. Life Insurance.** The Board will provide group term life insurance coverage for each eligible Employee in an amount equal to two (2) times his or her regular straight-time annualized pay. Employees will not be required to contribute to the premium for such coverage.

**SECTION 12.5. Long-Term Disability Coverage.** Effective July 1, 2004, the Board share of the premium for coverage under the Long-Term Disability Plan that the Board makes available will be equal to eighty percent (80%) of the premium cost. The Board shall make long-term disability coverage available to each regular full-time Employee who has completed at least five (5) continuous years of service as a member of the Maintenance Unit of the Darien School System in order to provide protection from the loss of income in the event the Employee becomes totally and permanently disabled as defined by the terms

and conditions set forth in the policy providing such coverage, and the following:

**12.5.1** The maximum monthly benefit payable under the coverage shall be 60% of the Employee's regular monthly pay as of his or her last day worked, up to a maximum monthly disability payment of \$3,500.

**12.5.2** Monthly disability payments will begin after a 180 day waiting period and will continue to be made each month thereafter during the period of the Employee's total and permanent disability until the Employee ceases to be totally and permanently disabled, dies, reaches age 65, or becomes eligible for disability or normal, unreduced retirement under the Town of Darien Retirement Plan, whichever occurs first.

**12.5.3** Monthly benefit payments will be reduced by any amount paid the Employee through workers' compensation, social security, other disability plans, retirement benefits, including but not limited to, normal and disability benefits, and any other offset normally found in long-term disability policies.

**SECTION 12.6. Retirees.** Upon retirement, an Employee who is between the age of 62 and normal Social Security retirement age, or who meets the "rule of 80," shall receive a one-time payment of \$15,000, except that this provision shall not apply to Employees employed on or after July 1, 2016.

**SECTION 12.7. Auto Vandalism.** The Board will reimburse each Employee up to a maximum of \$250 (or such lesser amount that is equal to the deductible under the Employee's own automobile insurance policy) for damage to his or her automobile caused by vandalism while the automobile was parked on school property at a time when the Employee was engaged in performing his or her job responsibilities.

**SECTION 12.8. Eye Examinations.** The Board will provide reimbursements for eye examinations or eyeglasses, to covered Employees and dependents, subject to a maximum of \$100 per Plan Year.

**SECTION 12.9. Dependent Care and Limited Purpose Reimbursement Account Plan.** Effective July 1, 2016, the Board will make available to covered Employees a Dependent Care and Limited Purpose Reimbursement Account Plan in accordance with and subject to the provisions of Section 125 of the Internal Revenue Code.

**SECTION 12.10. General Provisions**

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

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

**12.10.3. Change of Insurance Carrier.** The Board shall have the sole discretion to choose its primary carrier, to change carriers and/or to self-insure in whole or in part, provided that the level of covered Medical and Dental services described in Sections 12.0 and 12.1 are not significantly diminished.

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

**SECTION 12.11. Return-to-Work Program.** Nothing herein shall prevent the Board from implementing a managed care system and a "light duty" requirement in connection with its Workers' Compensation coverage.

**SECTION 12.12. Reopener.** By written request by the Board to the Union, the Board may initiate reopener negotiations over the provisions of this Article XII during the term of this Agreement if there is any material change in the provisions of the Affordable Care Act or related provisions of state or federal law or if rates increase by more than nine percent (9%) in any year, such negotiations to be governed by the provisions of the Municipal Employee Relations Act (MERA), Conn. Gen. Stat. Section 7-467 et seq.

## **ARTICLE XIII PENSION**

**SECTION 13.0. Pensions.** All eligible Employees shall be covered by the Town of Darien Municipal Employees Retirement Plan, or any other retirement plan adopted by the Town of Darien, as well as the Social Security Retirement Plan. Written payroll deduction authorization for Employee contributions required by the Retirement Plan must be given by the Employee within seven (7) days of receipt of the notice stating the date of eligibility. Eligibility in retirement plan will be determined under the regulations of the Darien Municipal Employees

Retirement Plan, and disputes concerning eligibility, benefits and other matters relating to retirement shall not be subject to the grievance and arbitration procedures set forth in Article XVI hereof, but shall be submitted to the Town Retirement Plan Committee.

**SECTION 13.1. Semiannual Pension Statements.** Employees will be provided with pension statements semiannually, to the extent practicable.

#### **ARTICLE XIV DISCIPLINARY PROCEDURE**

**Section 14.0. Discipline and Discharge.** No Employee who has successfully completed his or her probationary period of employment (a "non-probationary Employee") shall thereafter be discharged or disciplined without just cause, provided that only cases of discharge and disciplinary suspensions without pay may be processed to arbitration. Disciplinary warnings (verbal or written) issued to a non-probationary Employee may be the subject of a grievance but shall not be processed beyond Step 2 of the grievance procedure. Any non-probationary Employee who disputes a written warning may append to the warning a copy of his or her grievance and a statement setting forth the basis for his or her disagreement with it, provided that nothing in this Section will preclude a non-probationary Employee from challenging at an arbitration hearing over his or her disciplinary suspension or discharge prior disciplinary warnings that are used by the Board to support such suspension or discharge.

**SECTION 14.1. Notice of Discipline.** The Board will provide an Employee with a copy of each written warning, written notice of suspension or written notice of discharge issued to him or her.

#### **ARTICLE XV SEPARABILITY**

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by a court or governmental body of established and competent jurisdiction, the balance and remainder of this Agreement will remain in full force and effect.

#### **ARTICLE XVI GRIEVANCE AND ARBITRATION**

**SECTION 16.0.** The procedure set forth in this Article shall be the exclusive means for addressing disputes between the Board and an Employee or group of Employees involving the interpretation and/or application of an express provision of this Agreement. The Board and the Union agree that proceedings shall be kept as confidential as possible.

**SECTION 16.1. Definitions:**

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

**16.1.2.** "Grievant" is hereby defined as the Employee or group of Employees who file(s) a Grievance.

**16.1.3.** A "Day" is hereby defined as a regular workday.

**SECTION 16.2. Procedures:** The exclusive forum for Processing Grievances shall be this Grievance and Arbitration Procedure, which shall be applied as follows:

**16.2.1. Step 1. Director of Facilities:** Grievant must, by the end of the fifth (5th) day following the event giving rise to the Grievance, submit the Grievance to the Director of Facilities.

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

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

**16.2.4. Step 4. Arbitration:** If the Grievance is not resolved at Step 3, and the Union wishes to proceed further, the Union must file a Demand for Arbitration with the American Arbitration Association (AAA) in accordance with its Voluntary Rules for Labor Arbitration then subsisting, subject to the following terms and conditions:

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

**16.2.4.2.** The Demand for Arbitration must be made in writing by certified mail, return receipt requested, with a copy to the Director of Human Resources, postmarked within the twenty (20) calendar days immediately following the Grievant's receipt of the Superintendent's response at Step 3, or absent such response, within twenty (20) calendar days following the expiration of the time for providing such response.

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

**16.2.4.4.** The Demand for Arbitration must be limited to the same Grievance submitted to the Superintendent in Step 3.

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

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

**16.2.4.7.** The cost of the Arbitrator's fees and hearing room rental, if any, will be shared equally by the Board and the Union, but each party will bear the cost of its own representatives, transcripts and other items.

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

**16.2.4.9.** Only the Union will have the authority to submit a Grievance to Arbitration.

**SECTION 16.3. Time Limits.** The time limits specified herein are of the essence and may only be extended by mutual written agreement of the Director Human Resources and the Union. Failure to process a Grievance within the time limits provided herein shall be deemed a waiver of such Grievance, and the Grievance shall be considered resolved in accordance with the position of the Board. Failure by the Board representatives to meet or respond to the Grievance within the time limits provided herein shall permit the Grievant or the Union, as appropriate, to process the Grievance to the next Step provided they do so within the time limits set forth herein.

**SECTION 16.4. Representation.** Grievant will be permitted to be accompanied by the Union's President and/or the Union's Business Representative at all grievance meetings and arbitration hearings except at Step 1, where only the Union's President will be permitted. Grievances shall not be processed and Grievance meetings or discussions shall not be held during work time without the express prior approval of the Director of Human Resources, although arbitration hearings may be held during work time according to a schedule mutually acceptable to the Board, the Union and the Arbitrator.

**SECTION 16.5. Confidentiality.** The Grievance and the Grievance process, including arbitration, shall be kept confidential, to the extent permitted by law.

**SECTION 16.6. Sole Procedure.** The Grievance procedure contained herein, including arbitration, shall be the exclusive method of resolving Grievances.

**SECTION 16.7. Union Authority.** Nothing contained herein shall require the Union to process any Grievance which in its opinion is without merit, and no Employee shall have the right to process a Grievance to arbitration, as such right is reserved exclusively to the Union.

**SECTION 16.8. Settlements.** Grievance settlements reached at Step 1 shall not be used as evidence or precedent in any other Grievance, at arbitration or in any other forum.

**ARTICLE XVII**  
**WORK CONTINUITY**

Neither the Union and its officers and agents, on behalf of themselves and/or the Employees in the bargaining unit, nor any Employee, will engage in, encourage, or tolerate any strike, picketing, leafleting, slowdown, sit down, or any interruption of work in any form for the term of this Agreement.

**ARTICLE XVIII**  
**DUES DEDUCTION AND SERVICE FEE DEDUCTION**

**SECTION 18.0. Union Dues/Service Fee.** Each Employee shall, as a condition of continued employment, either (a) join the Union and pay the regular monthly dues uniformly required for Union membership or (b) not join the Union and pay a service fee to the Union in an amount determined by the Union in accordance with applicable law for setting said service fee.

**SECTION 18.1. Check off.** The Board agrees to deduct Union dues or service fees, whichever is applicable, each month from the pay of each Employee who authorizes such deduction. The specific payroll check or checks each month from which deductions are made shall be determined by the Board.

**SECTION 18.2. Remittance.** The Board agrees to remit to the Union all dues and service fees together with a report which will show the name and address of each Employee and the amount of money deducted. The Union shall provide payroll authorization cards and shall notify the Board as to which Employees are service fee payers.

**SECTION 18.3. Save Harmless.** The Union shall defend, indemnify and save the Board harmless against any and all claims, demands, and suits or other forms of liability which may arise or be alleged by reason of any action taken by the Board pursuant to this Article.

**ARTICLE XIX**  
**ENTIRE AGREEMENT**

The provisions of this Agreement constitute the entire agreement between the Board and the Union and may be changed only in accordance with the provisions set forth herein, or by mutual agreement of the parties reduced to writing and signed by them.

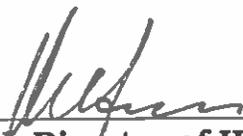
**ARTICLE XX**  
**DURATION**

This Agreement shall become effective upon execution and shall remain in full force and effect without reopening of any kind except as provided in Article XII up to and including June 30, 2019 provided that if neither party hereto gives notice to the other in writing prior to February 1, 2019 that it desires to negotiate a successor to this Agreement, this Agreement shall continue in full force and effect for an additional year, and from year to year thereafter unless either party, prior to February 1 of any such year, gives the other party notice of its intention to terminate said Agreement.

**IN WITNESS WHEREOF**, the parties have caused their names to be signed on this 11 day of March, 2016.

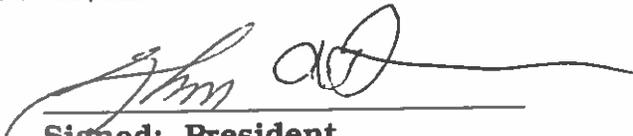
**BOARD OF EDUCATION**

**DARIEN SCHOOL MAINTENANCE  
ASSOCIATION LOCAL 1303-252 OF  
CONNECTICUT COUNCIL #4,  
AFSCME, AFL-CIO**

  
\_\_\_\_\_  
**Signed: Director of Human Resources**

*chairman*

**Approved by the Darien Board  
Of Education \_\_\_\_ - \_\_\_\_ -2016**

  
\_\_\_\_\_  
**Signed: President**

  
\_\_\_\_\_  
**Signed: Staff Representative  
Connecticut Council #4  
AFSCME, AFL-CIO**

**APPENDIX A  
WAGE RATES**

For Fiscal Year 2016-2017  
2.00% General Wage Increase  
Classification

	Regular Straight-Time Hourly Rate	After 10 Years	After 15 Years	After 20 Years
Groundskeeper II	\$31.42	\$31.93	\$31.99	\$32.06
Groundskeeper	\$33.01	\$33.50	\$33.56	\$33.65
Carpenter/Painter	\$42.48	\$42.96	\$43.04	\$43.13
Plumber	\$43.28	\$43.76	\$43.83	\$43.90
Electrician	\$43.28	\$43.76	\$43.83	\$43.90
HVAC Technician	\$43.28	\$43.76	\$43.83	\$43.90
Groundskeeper/Mechanic	\$43.28	\$43.76	\$43.83	\$43.90
Maint/Custodian Supv	\$51.37	\$51.86	\$51.93	\$52.02

For Fiscal Year 2017-2018  
2.00% General Wage Increase  
Classification

	Regular Straight-Time Hourly Rate	After 10 Years	After 15 Years	After 20 Years
Groundskeeper II	\$32.05	\$32.57	\$32.63	\$32.70
Groundskeeper	\$33.67	\$34.17	\$34.23	\$34.32
Carpenter/Painter	\$43.33	\$43.82	\$43.90	\$43.99
Plumber	\$44.15	\$44.64	\$44.71	\$44.78
Electrician	\$44.15	\$44.64	\$44.71	\$44.78
HVAC Technician	\$44.15	\$44.64	\$44.71	\$44.78
Groundskeeper/Mechanic	\$44.15	\$44.64	\$44.71	\$44.78
Maint/Custodian Supv	\$52.40	\$52.90	\$52.97	\$53.06

For Fiscal Year 2018-2019  
2.00% General Wage Increase  
Classification

	Regular Straight-Time Hourly Rate	After 10 Years	After 15 Years	After 20 Years
Groundskeeper II	\$32.69	\$33.22	\$33.28	\$33.35
Groundskeeper	\$34.34	\$34.85	\$34.91	\$35.01
Carpenter/Painter	\$44.20	\$44.70	\$44.78	\$44.87
Plumber	\$45.03	\$45.53	\$45.60	\$45.68
Electrician	\$45.03	\$45.53	\$45.60	\$45.68
HVAC Technician	\$45.03	\$45.53	\$45.60	\$45.68
Groundskeeper/Mechanic	\$45.03	\$45.53	\$45.60	\$45.68
Maint/Custodian Supv	\$53.45	\$53.96	\$54.03	\$54.12

## APPENDIX B

**ConnectiCare** : FlexPOS-CNT-HSA-2000L/4000F-38-Combined Coverage Period: 07/01/2015 to 06/30/2016  
 Summary of Benefits and Coverage: What this Plan Covers & What it Costs Coverage for: Family | Plan Type: POS

**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.ConnectiCare.com](http://www.ConnectiCare.com) or by calling 1-800-251-7722.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	In-Network: \$2,000 member / \$4,000 family. Doesn't apply to preventive care. Out-of-Network: member / family	You must pay all the costs up to the <b>deductible</b> amount before this health insurance plan begins to pay for covered services you use. Check your policy to see when the <b>deductible</b> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <b>deductible</b> .
Are there other deductibles for specific services?	There are no other specific deductibles.	You don't have to meet <b>deductibles</b> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. For participating providers \$4,000 member / \$8,000 family. For non-participating providers member family	The <b>out-of-pocket limit</b> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <b>out-of-pocket limit</b> .
Is there an overall annual limit on what the insurer pays?	No.	The chart starting on page 2 describes any limits on what the insurer will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a network of providers?	Yes. See <a href="http://www.ConnectiCare.com">www.ConnectiCare.com</a> or call 1-800-251-7722 for a list of participating providers and hospitals.	If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No. You don't need a referral to see a specialist.	You can see the <b>specialist</b> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <b>excluded services</b> .

Questions: Call 1-800-251-7722 or visit us at [www.ConnectiCare.com](http://www.ConnectiCare.com).  
 If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.ccto.cms.gov](http://www.ccto.cms.gov) or [www.dol.gov](http://www.dol.gov). ebsa.healthreform or call 1-800-251-7722 to request a copy



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network provider charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- The plan may encourage you to use **In-network providers** by charging you lower **deductibles**, **copayments**, and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your cost if you use an		Limitations & Exceptions
		In-network Provider	Out-of-network Provider	
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	No Member cost after Plan Deductible	30% after Plan Deductible	-----none-----
	Specialist visit	No Member cost after Plan Deductible	30% after Plan Deductible	-----none-----
	Other practitioner office visit	No Member cost after Plan Deductible for chiropractor	30% after Plan Deductible for up to 50 visits per year combined with Rehabilitation	
<b>If you have a test</b>	Preventive care / screening / immunization	No Member cost ( <i>Plan Deductible waived</i> )	30% after Plan Deductible	-----none-----
	Diagnostic test (x-ray, blood work)	X-ray: No Member cost after Plan Deductible. Lab: No Member cost after Plan Deductible	30% after Plan Deductible	-----none-----
	Imaging (CT / PET scans, MRIs)	No Member cost after Plan Deductible	30% after Plan Deductible	-----none-----

Questions: Call 1-800-251-7722 or visit us at [www.ConnectiCare.com](http://www.ConnectiCare.com).  
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**ConnectCare** : FlexPOS-CNT-HSA-2000I/4000F-38-Combined Coverage Period: 07/01/2015 to 06/30/2016  
 Summary of Benefits and Coverage: What this Plan Covers & What it Costs Coverage for: Family | Plan Type: POS

Common Medical Event	Services You May Need		Your cost if you use an		Limitations & Exceptions
	In-network Provider	Out-of-network Provider	In-network Provider	Out-of-network Provider	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at <a href="http://www.ConnectiCare.com">www.ConnectiCare.com</a>	Generic drugs	\$5 Copayment after Plan Deductible (retail); \$10 Copayment after Plan Deductible (mail order)	30% after Plan Deductible (retail); 100% (mail order)	Covers up to a 30 day supply (retail prescription); 100 day supply (mail order prescription)	
	Preferred brand drugs	\$35 Copayment after Plan Deductible (retail); \$70 Copayment after Plan Deductible (mail order)	30% after Plan Deductible (retail); 100% (mail order)	Covers up to a 30 day supply (retail prescription); 100 day supply (mail order prescription)	
	Non-preferred brand drugs	\$40 Copayment after Plan Deductible (retail); \$80 Copayment after Plan Deductible (mail order)	30% after Plan Deductible (retail); 100% (mail order)	Covers up to a 30 day supply (retail prescription); 100 day supply (mail order prescription)	
If you have outpatient surgery	Specialty drugs	Varies based on above drug categories	30% after Plan Deductible (retail); 100% (mail order)	Covers up to a 30 day supply (retail prescription); 100 day supply (mail order prescription); -----none-----	
	Facility fee (e.g., ambulatory surgery center)	No Member cost after Plan Deductible	30% after Plan Deductible	-----none-----	
If you need immediate medical attention	Physician/ surgeon fees	No Member cost after Plan Deductible	30% after Plan Deductible	-----none-----	
	Emergency room services	No Member cost after Plan Deductible	Same as In-Network Benefit	-----none-----	
	Emergency medical transportation	No Member cost after Plan Deductible	Same as In-Network Benefit	-----none-----	
	Urgent care	No Member cost after Plan Deductible	Same as In-Network Benefit	-----none-----	

Questions: Call 1-800-251-7722 or visit us at [www.ConnectiCare.com](http://www.ConnectiCare.com).

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.ctinfo.cms.gov](http://www.ctinfo.cms.gov) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or call 1-800-251-7722 to request a copy

**ConnectiCare** : FlexPOS-CNT-HSA-2000I/4000F-38-Combined Coverage Period: 07/01/2015 to 06/30/2016  
 Summary of Benefits and Coverage: What this Plan Covers & What it Costs Coverage for: Family | Plan Type: POS

Common Medical Event	Services You May Need	Your cost if you use an		Limitations & Exceptions
		In-network Provider	Out-of-network Provider	
If you have a hospital stay	Facility fee (e.g., hospital room)	No Member cost after Plan Deductible	30% after Plan Deductible	-----none-----
	Physician/surgeon fee	No Member cost after Plan Deductible	30% after Plan Deductible	-----none-----
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	No Member cost after Plan Deductible	30% after Plan Deductible	-----none-----
	Mental/Behavioral health inpatient services	No Member cost after Plan Deductible	30% after Plan Deductible	-----none-----
	Substance use disorder outpatient services	No Member cost after Plan Deductible	30% after Plan Deductible	-----none-----
	Substance use disorder inpatient services	No Member cost after Plan Deductible	30% after Plan Deductible	-----none-----
If you become pregnant	Prenatal and postnatal care	No Member cost	30% after Plan Deductible	-----none-----
	Delivery and all inpatient services	No Member cost after Plan Deductible	30% after Plan Deductible	-----none-----
If you need help recovering or have other special health needs	Home health care	No Member cost after Plan Deductible	25% after Plan Deductible	-----none-----
	Rehabilitation services	No Member cost after Plan Deductible	30% after Plan Deductible	up to 50 visits per year
	Habilitation services	Not covered	Not covered	Not covered
	Skilled nursing care	No Member cost after Plan Deductible	30% after Plan Deductible	up to 220 days per year
	Durable medical equipment	No Member cost after Plan Deductible	30% after Plan Deductible	-----none-----
	Hospice service	No Member cost after Plan Deductible	30% after Plan Deductible	Pre-authorization is required

Questions: Call 1-800-251-7722 or visit us at [www.ConnectiCare.com](http://www.ConnectiCare.com).  
 If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.ctcio.cms.gov](http://www.ctcio.cms.gov) or [www.dol.gov](http://www.dol.gov)/ebsa/healthreform or call 1-800-251-7722 to request a copy

Common Medical Event	Services You May Need		Your cost if you use an		Limitations & Exceptions
	In-network Provider	Out-of-network Provider	In-network Provider	Out-of-network Provider	
If your child needs dental or eye care	Eye exam	No Member cost (Plan Deductible waived)	30% after Plan Deductible	30% after Plan Deductible	-----none-----
	Glasses	25% Discount	Not covered	Not covered	25% Discount
	Dental check-up	Not Applicable	Not covered	Not covered	-----none-----

**Excluded Services & Other Covered Services:**

**Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)**

- Acupuncture
- Cosmetic Surgery
- Dental Care (Adult)
- Habilitation Services
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Routine foot care
- Weight loss programs (discounted rate)

**Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)**

- Bariatric surgery
- Chiropractic care
- Hearing aids (may be covered with limitations)
- Infertility treatment
- Private-duty nursing
- Routine eye care
- Routine hearing tests

**Your Rights to Continue Coverage:**

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-251-7722. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

**Your Grievance Appeals Rights:**

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact:

Questions: Call 1-800-251-7722 or visit us at [www.ConnectiCare.com](http://www.ConnectiCare.com).

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.cciio.cms.gov](http://www.cciio.cms.gov) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or call 1-800-251-7722 to request a copy

ConnectiCare Member Appeals, PO Box 4061, Farmington, CT 06034-4061 or 1-800-251-7722 or Facsimile 1-800-319-0089  
Connecticut Residents: CT State Department of Insurance at 1-800-203-3447 or [www.ct.gov/cid/site/default.asp](http://www.ct.gov/cid/site/default.asp)  
Massachusetts Residents: MA Division of Insurance at 1-877-563-4467 or [www.mass.gov/ocabr/government/oca-agencies/doi-lp/](http://www.mass.gov/ocabr/government/oca-agencies/doi-lp/)

### Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide **minimum essential coverage**.

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

Questions: Call 1-800-251-7722 or visit us at [www.ConnectiCare.com](http://www.ConnectiCare.com).

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.ccifio.cms.gov](http://www.ccifio.cms.gov) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or call 1-800-251-7722 to request a copy

## About These Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



### This is not a cost estimator.

Don't use these examples to estimate your actual costs under the plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays: \$3,390
- Patient pays: \$4,150

#### Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

#### Patient pays:

Deductibles	\$4,000
Co-pays	\$0
Co-insurance	\$0
Limits or exclusions	\$150
<b>Total</b>	<b>\$4,150</b>

Note: These numbers assume the patient has given notice of her pregnancy to the plan. If you are pregnant and have not given notice of your pregnancy, your costs may be higher. For more information about the diabetes wellness program, please contact: 1-800-390-3522.

### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays: \$1,320
- Patient pays: \$4,080

#### Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

#### Patient pays:

Deductibles	\$4,000
Co-pays	\$0
Co-insurance	\$0
Limits or exclusions	\$80
<b>Total</b>	<b>\$4,080</b>

### Questions and answers about Coverage Examples:

#### What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and are not specific to a particular geographic area or health plan.
- Patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from **in-network providers**. If the patient had received care from **out-of-network providers**, costs would have been higher.

#### Does the Coverage Example predict my own care needs?

**X No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is and many other factors.

#### Does the Coverage Example predict my future expenses?

**X No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

#### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **co-payments**, and **co-insurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

#### Can I use Coverage Examples to compare plans?

**✓ Yes.** When you look at the Summaries of Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box for each example. The smaller that number, the more coverage the plan provides.

#### Are there other costs I should consider when comparing plans?

**✓ Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **co-payments**, **deductibles**, and **co-insurance**. You also should consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.