

AGREEMENT

BETWEEN

THE DARIEN BOARD OF EDUCATION

AND

THE UNITED PUBLIC SERVICE EMPLOYEES UNION

Expires June 30, 2020

SECRETARIES

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THIS AGREEMENT is made between the **DARIEN BOARD OF EDUCATION** (hereinafter referred to as the “**Board**”) and **THE UNITED PUBLIC SERVICE EMPLOYEES UNION DARIEN SCHOOL SECRETARIES** (hereinafter referred to as the “**Union**” and or “**UPSEU**”).

ARTICLE I
RECOGNITION

Section 1. Recognition/Bargaining Unit. Pursuant to the recognition agreement entered into between the Board and the Union on March 22, 2007 in Case No. ME-26,431/Decision #4223 before the Connecticut State Board of Labor Relations, as amended, and for the purposes of bargaining collectively with respect to wages, hours and other conditions of employment within the meaning of Section 7-471 (3) of the Municipal Employee Relations Act, the Board hereby recognizes the Union as the exclusive representative for clerical and secretarial personnel, employed by the Board, but excluding all other employees of the Board such as, but not limited to, supervisors, temporary employees, part-time employees regularly assigned to work less than twenty (20) hours per week, professionals, and confidential employees (i.e. the secretary to the Superintendent, the Assistant Superintendents, the Director of Finance and the Assistant Director of Personnel).

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

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

ARTICLE II
BOARD RIGHTS

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

ARTICLE III
REGULAR HOURS OF WORK

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

<u>Position</u>	<u>Hrs/Regular Workday</u>	<u>Hrs/Regular Workweek</u>	<u>Days/Regular Work Year</u>
12 month	7½ hours	37½ hours	260, 261 or 262
11 month	7½ hours	37½ hours	210
10 month	7½ hours	37½ hours	190

All of the above is exclusive of an unpaid lunch period of thirty (30) consecutive minutes.

Section 2. (a) Twelve-Month Employees. For Twelve-Month Employees, the regular work year shall begin July 1 and shall end June 30, inclusive. Depending on the calendar in any given year, the regular work year for Twelve-Month Employees will be 260, 261 or 262 days.

(b) Ten-Month Employees. For Ten-Month Employees, the regular work year shall begin five (5) regular workdays before pupils are scheduled to return to school, and shall end five (5) regular workdays after the last day of school for pupils. The Administrator may adjust this ten (10)-day period for the ensuing school year to any combination of days before and after the school year if he or she notifies the Employee prior to March 1.

(c) Eleven-Month Employees. For Eleven-Month Employees, the regular work year shall be the same as the Ten-Month Employees and shall also include an additional twenty (20) days during the summer, which shall be determined by the building principal in consultation with the Employee.

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

Section 4. Summer Hours. A "summer hours" program will be in effect for all Employees when school is not in session during the summer months. The regular workday will consist of seven (7) hours and the regular workweek will consist of thirty-five (35) hours, excluding an unpaid lunch period. This program will not cause an increase or decrease in the regular annual rates of compensation for Employees who work during these months. The "summer hours program" will start the first day after school is not in session and will end of the first day the school year begins.

ARTICLE IV **HOURS WHEN SCHOOLS CLOSE FOR EMERGENCIES**

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

(a) Announcement of the Administration's decision for emergency school closings shall be made over local radio stations.

(b) Ten and eleven Month Employees shall not report to work on days when schools are closed for emergencies.

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

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

(e) If due to inclement weather, school is closed; all Twelve-Month Employees are expected to be at school for the normal workday. Should an Employee be detained because of the weather, prompt notification should be made to the Employee's

administrator. Failure to comply shall mean the loss of a vacation day or per diem reduction in pay.

ARTICLE V
HOLIDAYS

Section 1. (a) Recognized Holidays. The following holidays shall be recognized as paid holidays for Twelve-Month Employees:

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Thanksgiving Day	Presidents' Day
Day after Thanksgiving Day	Good Friday
Christmas Day	Memorial Day
Day after Christmas (next working day)	*Rosh Hashanah
*Yom Kippur	

* These holidays will be granted as long as they fall on a regular work day on which schools are closed.

The following holidays shall be recognized as paid Holidays for Eleven-month Employees: Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, New Year's Day, Labor Day, Memorial Day, Day after Christmas (next working day), Presidents' Day and Martin Luther King Day.

(b) Floating Holiday. In addition to the recognized holidays listed above, each Twelve-Month Employee shall have two (2) floating holidays annually. Each Eleven-Month Employee and each Ten-Month Employee shall have one (1) floating holiday annually. A floating holiday is a paid holiday that an Employee may request to use on any regular workday during the fiscal year without loss of regular pay. All floating holidays must be approved by the Employee's immediate supervisor, and the immediate supervisor will grant an Employee's request for a floating holiday unless the departmental demands make it impossible to do so. In the event that more than one (1) Employee requests a floating holiday on the same day and departmental demands make it impossible to honor each request, the requests will be granted on a first come, first served basis. If more than one (1) request is made at the same time, seniority will be the deciding factor.

Section 2. Ten-Month Employees. Ten-Month Employees shall not be required to work, and shall not be paid for, recognized holidays which fall within their respective regular work years.

Section 3. Christmas Eve Day. When Christmas Eve Day falls on a regular workday, all Employees scheduled to work that day shall be dismissed no later than 2:00 p.m.

Section 4. Holiday During Vacation. When a paid holiday recognized under Section 1 above falls at a time when an Employee is on vacation, the holiday will not be included as part of his or her vacation time.

Section 5. Eligibility for Holiday Pay. In order to be eligible for holiday pay for the holidays set forth in Section 1 above, 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 Employee is absent on a paid or unpaid leave, pre-approved by the Employee's Administrator, due to his or her illness, provided that an Employee will not be eligible for holiday pay for any holiday which falls beyond the date on which the Employee's sick leave expires or which falls beyond one hundred eighty-two (182) calendar days following the Employee's last day worked, whichever sooner occurs.

**ARTICLE VI
VACATIONS**

Section 1. (a) Vacation Schedule. Upon satisfactory completion of their respective probationary periods of employment, regular full-time Twelve-Month Employees shall earn vacation benefits at the following rates, retroactive to their first full month worked:

<u>Full Years of Continuous Service Successfully Completed</u>	<u>Amount of Vacation Earned per Month Worked Thereafter</u>	<u>Maximum Vacation Time Available in Fiscal Year</u>
Less than four (4) years' service	0.83 days per month worked	2 weeks (10 days)
Four (4) years' service	1.25 days per month worked	3 weeks (15 days)
Nine (9) years' service	1.66 days per month worked	4 weeks (20 days)
Twenty (20) years' service	2.08 days per month worked	5 weeks (25 days)

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 years of continuous service (i.e., in his or her fifth 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 years' continuous service, whereupon, beginning in his or her tenth 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.

(b) As used in this Section, a "month worked" is any calendar month in which the Employee worked at least one-half the available regular workdays; and sick days recognized under Article VIII, Section 1 and holidays recognized under Article V, Section 1 for which the Employee is eligible for holiday pay shall be considered days worked.

(c) Effective July 1, 2014, those permanent eleven (11) month employees will have accrued 5 vacation days annually.

Section 2. Ten and Eleven-Month Employees. Ten and Eleven-Month Employees shall not normally be required to work on student vacations that fall within their respective regular work years. Such Employees required to work on student vacations shall either be paid for such work at their regular straight-time hourly rates (or at one and one-half times such rates for time worked in excess of thirty-seven and one-half (37½) hours in that payroll week). Employees will be given as much advance notice as practicable if they are required to work during student vacation periods.

Section 3. Eleven and Twelve-Month Employees. Eleven and Twelve-Month Employees may take vacation in either days or weeks with the approval of their Administrator.

Section 4. Scheduling Vacation Time Off. No vacation time off may be taken unless it has been approved in advance by the Employee's Administrator. Employees may take earned vacation after the end of the probationary period, at times subject to approval by the Administrator. If conflicts arise from more than one (1) employee requesting the same vacation time, preference shall be given to Employees with the greatest length of continuous service. A maximum of five (5) days vacation (including any vacation previously carried over) may be carried over with written notification prior to July 1 of the succeeding fiscal year. An employee may take vacation time from the then-current fiscal year entitlement before it is earned, provided that the employee signs an agreement to reimburse the Board for such vacation time should employment terminate before such vacation time is earned.

Section 5. Termination of Employment. Upon termination of employment by voluntary resignation or retirement or by layoff, Employees will receive pay at their then-current rates for any vacation time earned but not used, provided that any Employee who resigns or retires without providing the Board with at least two (2) weeks' notice in advance of his or her termination date will forfeit such pay. If an Employee dies while in the active employ of the Board, his or her vacation pay remaining unused as of the date of death will be paid to his or her designated beneficiary or estate.

Section 6. Ten-Month Status to Twelve-Month Status. When a Ten-Month Employee becomes a Twelve-Month employee such employee shall carry with them the time accumulated as a 10-month employee up to the date of promotion to a 12-month employee. Example: If a 10-month employee works 10 year they would have worked 100 months. The 100 months divided by 12 month equals 8.33 years. Vacation time would then be accrued based on a starting point of 8.33 years. Ten month employees will still retain seniority for pension assuming continuity of service.

The Employee will be credited with his or her continuous service as a Ten-Month Employee upon the official date of change. This method of calculation does not provide for retroactive vacation time.

This section shall also apply when a Ten-Month employee becomes an Eleven-month employee and when an Eleven-Month Employee becomes a Twelve-Month employee.

ARTICLE VII
COMPENSATION

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

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

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

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

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

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

Section 5. Tax Sheltered Annuity (TSA). Each Secretary will be paid an annuity equal to 1% of base pay annually, in addition to the appropriate salary rate in Appendix A attached hereto provided the secretary selects an annuity fund from an approved list of funds determined by the Board. This annuity payment will be paid by the Board into the fund selected by the Secretary and shall be paid in June of each work year on the same date the Secretary receives his/her last paycheck of that workyear.

ARTICLE VIII
LEAVES

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

- (1) **Twelve-Month Employees** shall earn 1.25 sick leave days per month worked up to maximum of fifteen (15) sick leave days per fiscal year.
- (2) **Eleven-Month Employees** shall earn 1.25 sick leave days per month worked up to a maximum of 13.75 sick leave days per year.
- (3) **Ten-Month Employees** shall earn 1.25 sick leave days per month worked up to a maximum of 12.5 sick leave days per fiscal year.

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

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

Section 2. (a) Personal Leave. Each regular full-time Employee shall have up to a maximum total of four (4) days "Personal Leave" per regular work year, which he or she may use for the following reasons:

- (1) Legal obligations which cannot be handled outside regular working hours;
- (2) Serious or sudden illness of members of the Employee's immediate family for whose care the Employee is responsible;
- (3) Marriage of staff member or family;
- (4) Graduation, college drop-off, college pick up;
- (5) Recognized religious holidays;
- (6) Family/house/car emergencies.

The parties agree that circumstances may arise that are not covered under the above reasons. The Board and the Union agree to meet, discuss and, if necessary, draft a Memorandum of Understanding to incorporate additional reasons.

(b) **Requests.** All requests for personal leave shall be signed off by the Administrator and forwarded to the Director of Human Resources for approval and shall set forth the reason for the request. Such a day is not to be taken immediately before or after a holiday or vacation.

(c) **Use.** None of the personal days provided for in this Article shall be used for other than discharging compelling personal obligations that cannot be discharged outside regular working hours.

(d) **Bereavement Leave.**

(1) Employees are entitled to five (5) consecutive work days funeral leave with pay in the event of the death of their parent, stepparent, child, stepchild, spouse, mother-in-law, or father-in-law.

(2) Employees are entitled to three (3) consecutive work days funeral leave with pay in the event of the death of their grandparent, grandchild, sibling, brother-in-law, sister-in-law, daughter-in-law or son-in-law.

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

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

(5) An Employee may use sick time for bereavement leave when all bereavement leave time has been exhausted.

Section 3. Extension of Personal Leave. The Director of Human Resources may, upon request, in his or her discretion, grant additional leave with or without loss of pay beyond the aforesaid four (4) personal leave days provided for in Section 2 hereof in cases where he or she considers the need for such additional time to be based on extreme circumstances. Extension of personal leave for extreme circumstances will not be considered until all vacation time has been exhausted. Any extension of paid personal leave for extreme circumstances will reduce sick time on a day-for-day basis.

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

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

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

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

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

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

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

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

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

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

Section 8. Application. Any leave or time off provided for under this Agreement will also be counted toward satisfying any statutorily mandated leaves of absence for which the contractual leave qualifies, including, but not limited to, the federal Family and Medical Leave Act. Employees must substitute their unused sick and personal leave and unused vacation time for the first part of any leave taken under the FMLA. Any FMLA leave time remaining after such paid time is exhausted will be unpaid. Substitution of such paid leave time will not increase the amount of the FMLA leave available.

ARTICLE IX **INSURANCE PROGRAM**

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

“Medical Plan”), subject to the terms and conditions set forth in the Medical Plan and in this Article.

A. The primary medical plan will be the high deductible health plan/health savings account with a single person deductible of \$2,000 and a two person & family deductible of \$4,000 as outlined in Appendix B of the contract. The deductibles shall increase to \$2,250 and \$4,500 effective July 1, 2018 and \$2,500 and \$5,000 effective July 1, 2019 respectively.

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

Plan Deductibles:

	2017-18	2018-19	2019-20
Single	\$2,000	\$2,250	\$2,500
Two Person	\$4,000	\$4,500	\$5,000
Family	\$4,000	\$4,500	\$5,000

C. Prescription Drug Coverage. The following co-pay program for covered prescription drugs after the HSA deductible is met.

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

- Generic \$5.00 (\$10.00 when permitted by law)
- Formulary \$35.00
- Non-formulary \$40.00

Via Mail Order for dosages up to ninety (90) days:

- Generic \$10.00 (\$20.00 when permitted by law)
- Formulary \$70.00
- Non-Formulary \$80.00

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

Section 2. Dental Plan. The Board will make comprehensive group dental insurance available during the term of this Agreement to each eligible Employee who applies for it and to his or her eligible dependents. The plan will provide for 100% coverage under the full service portion, 80% coverage for additional basic and oral surgery and 50% for Periodontal and Prosthodontics with a \$2,000 maximum for each person for each calendar year. Orthodontics has a \$1,000 lifetime maximum at 60% payment. The specific terms of the dental plan are found in the summary plan document.

Section 3. Vision Plan. The Board will make Vision Service Plan or an equivalent or better vision plan available during the term of this Agreement to each eligible Employee who applies for it.

Section 4. (a) Means Of Providing Covered Service And Terms. The Board may self-insure the Medical, Dental, Vision, Long Term Disability and/or other Plans described herein in whole or in part or, upon termination of an insurance contract with any carrier, may enter into an insurance contract with the same or a different carrier to provide covered services at a level substantially equivalent to the level of covered services in effect on the date this Agreement is signed. The Board will provide the Union with as much advance notice as practicable of its plan to change the means by which it provides such covered service or to self-insure, which, under normal circumstances, shall be not less than sixty (60) days in advance.

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

(a) 60% of the Employee's regular monthly compensation, as of the last day worked, up to a maximum monthly disability payment of \$2000 for Twelve-Month Employees and \$1500 for Ten-Month Employees.

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

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

Section 6. Costs of Coverage. The Board and each covered Employee will share the cost of the Medical Plan and Dental Plan coverage, as described above, that the Employee elects for him or herself and his or her dependents from among the coverage that the Board makes available, as described below.

<u>EFFECTIVE DATE.</u>	<u>BOARD'S PREMIUM SHARE.</u>
<u>July 1, 2017</u>	<u>Eighty-three percent (83%)</u>
<u>July 1, 2018</u>	<u>Eighty-two percent (82%)</u>

Section 7. 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 8. General Provisions. Plan Year. (a) "Plan Year", as used in this Article, is hereby defined as the Board's fiscal year (July 1 - June 30). The Board will notify the Union President of any change in Plan Year.

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

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

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

Section 9. Auto Vandalism. The Board will reimburse each Employee up to a maximum of \$500 (or such lesser amount that is equal to the deductible under the Employee's own automobile insurance policy) for damage to his or her automobile caused by vandalism while the automobile was parked on school property at a time when the Employee was engaged in performing his or her job responsibilities.

Section 10. Retirees. Upon retirement, a full-time 10-month, eleven or 12-month Secretary employed before January 1, 2018, with at least ten (10) years of continuous service who is age 62 or over or eligible for the Town Retirement Plans' Rule of eighty (80) shall receive a one-time payment of \$15,000.

Section 11. Dependent Care and Limited Purpose Reimbursement Account Plan. Effective July 1, 2017, the Board will make available to covered Employees a Dependent Care and Limited Purpose Reimbursement Account Plan in accordance with and subject to the provisions of Section 125 of the Internal Revenue Code.

ARTICLE X VACANCIES

Section 1. (a) Bargaining Unit Vacancies. Notice of available vacancies in bargaining unit positions and new bargaining unit positions established by the Board during the term of this Agreement will be posted electronically on the website of the Board and electronically mailed to the unit president at least five (5) regular workdays prior to the closing date for filing applications.

(b) **Non-Bargaining Unit Vacancies.** Notice of any available secretarial/clerical vacancy outside the bargaining unit shall be posted electronically on the website of the Board for at least five (5) regular workdays in advance of the closing date for filing applications.

Section 2. Consideration of Applicants. All bargaining unit applicants will be interviewed prior to any other candidates. Bargaining unit applicants will be interviewed by the immediate supervisor of the open position and one other district administrator.

Following the first interview, only qualified candidates will be interviewed a second time by the immediate supervisor and a different school administrator.

Should the interview team not find an acceptable candidate within the bargaining unit, the position will be open to candidates other than bargaining unit members.

Section 3. (a) Change in Job Group. If the Board moves a bargaining unit job classification from Job Group III to Job Group II or I, or from Job Group II to Job Group I as a result of its having reconstituted the duties of that job classification, the Employee then regularly assigned to that classification shall be given first consideration to continue in said position following such move to a higher Job Group provided he or she is qualified in the reasonable judgment of the Board for the position as reconstituted or he or she will, in the reasonable judgment of the Board, be qualified for the position as reconstituted following a reasonable period of training.

(b) Conditions of Change. If said Employee is offered the opportunity to continue in said classification following its move to a higher Job Group, the Employee must notify the Board of his or her decision to accept or reject the offer within five (5) regular working days following the offer. If the Employee accepts the offer, he or she will be paid either at his or her then-current regular straight-time hourly rate of pay or at the regular straight-time hourly rate of pay for the Job Group to which the classification was moved as set forth in Appendix A, whichever is the higher rate. Any Employee who accepts an offer to continue in a regrouped classification shall be considered a Probationary Employee, in accordance with the provision set forth in Article XVII, for the first thirty (30) days worked in the new assignment.

Section 4. Candidate Selection. In choosing a candidate to fill an available vacancy, selection will be based on the candidate's training, experience, references, evaluations, seniority and interpersonal skills which best match the open position.

If an employee is not offered a second interview or chosen for the position, he or she may request and shall meet with the administrator and the reason(s) for not selecting the employee will be provided.

ARTICLE XI RETIREMENT PLAN

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

ARTICLE XII
TRAVEL REIMBURSEMENTS

Employees using their personal cars on school business as required shall be reimbursed at the current Internal Revenue Service (IRS) rate. All use of an Employee's personal car must first be approved by his or her Administrator.

ARTICLE XIII
TERMINATION

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

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

ARTICLE XIV
WORK CONTINUITY

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

ARTICLE XV
GRIEVANCE AND ARBITRATION

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

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

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

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

(a) **Step 1. Director of Human Resources:** 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 Human Resources with a copy to his or her supervising Administrator and the Union's Staff Representative. The supervising Administrator and the Director of Human Resources shall, within ten (10) days after the Grievance was submitted to the supervising Administrator, meet with the Grievant and the Union's Staff Representative, with or without the Steward, in an effort to resolve the Grievance.

(b) **Step 2. Superintendent:** If the Grievance is not resolved within five (5) days after the meeting at Step 1 and Grievant desires to proceed further, Grievant must, by the end of the tenth (10th) day after the meeting at Step 1 submit the Grievance to the Superintendent and the Union's Staff Representative. The Superintendent shall, within twenty (20) days after the Grievance was submitted to the Superintendent, meet with the Grievant and the Union's Staff Representative, with or without the Steward, in an effort to resolve the Grievance. The Superintendent shall respond to the Grievance in writing within ten (10) days after the meeting.

(c) **Step 3. Arbitration:** If the Grievance is not resolved at Step 2, and the Union wishes to proceed further, the Union must file a Demand for Arbitration with the American Arbitration Association (AAA) in accordance with its Voluntary Rules for Labor Arbitration then subsisting, subject to the following terms and conditions:

- (1) The Grievance must arise out of and involve the interpretation or application of a specific provision expressed in this Agreement and will not be arbitrable if it claims a right, benefit or obligation not expressly set forth in a specific provision of this Agreement.
- (2) The Demand for Arbitration must be made in writing by certified mail, return receipt requested, with a copy to the Director of Human Resources, postmarked within the twenty (20) calendar days immediately following the Grievant's receipt of the Superintendent's response at Step Two, or absent such response, within twenty (20) calendar days following the expiration of the time for providing such response.
- (3) The Arbitration must be in accordance with the American Arbitration Association's Voluntary Rules for Labor Arbitration in existence at the time the Demand for Arbitration is filed.
- (4) The Demand for Arbitration must be limited to the same Grievance submitted to the Superintendent Step 2.
- (5) The Arbitrator's authority will be limited to determining whether, by the allegations contained in the Grievance, the Board violated or misapplied the specific provision expressed in this Agreement as alleged in the Grievance. The Arbitrator will have authority to render appropriate "make whole" awards

consistent with the provisions of this Agreement and other applicable rules governing the arbitrator's conduct and authority.

- (6) The decision of the Arbitrator will be final and binding, subject to the right of either party to have the award confirmed, vacated or modified according to law.
- (7) 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.
- (8) Grievances must be filed for arbitration separately, and an Arbitrator may not hear multiple Grievances unless the Director of Human Resources and the Union agree in writing to allow the Arbitrator to do so.
- (9) Only the Union will have the authority to submit a Grievance to Arbitration.

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

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

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

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

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

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

Section 9. Mediation. The parties may mutually agree to submit a grievance to mediation after it has been submitted to Step 3, arbitration.

ARTICLE XVI
LAYOFF AND RECALL

Section 1. Layoff of Employees. In the event the Board decides to layoff one or more Employees within a job classification, the order of layoff will be as follows provided those Employees who remain at work are the most qualified in the reasonable judgment of the Board to perform the available work remaining after the layoff:

- (1) Employees within that classification who have not yet successfully completed their respective probationary periods of employment referred to in Article XVII, Section 3 hereof will be laid off first;
- (2) Employees within that classification who have successfully completed their probationary periods described in (1) above will be laid off next in reverse order of their respective seniority.

Section 2. Opportunities for Laid-off Employees. The Board shall give Employees who are laid off pursuant to subsection (b) of Section 1 hereof the following opportunities in order of their respective seniority and their qualifications, as determined by the reasonable judgment of the Board, and in the following order:

- (1) to fill an available vacancy for which he or she is qualified in the reasonable judgment of the Board in the same or lower job group in the same bargaining unit category (i.e., twelve-month, ten-month;)
- (2) to “bump” an Employee who has not yet successfully completed his or her probationary period of employment referred to in Article XVII, Section 3, from a position for which the laid off Employee is qualified in the reasonable judgment of the Board in a lower job group in the same bargaining unit category or;
- (3) to “bump” a less senior Employee from a position for which the laid off Employee is qualified in the reasonable judgment of the Board in a lower job group in the same bargaining unit category.

Section 3. Recall of Employees. Employees laid off pursuant to subsection (2) of Section 1 hereof for whom there is no position to fill pursuant to the provisions of Section 2 hereof, will be laid off from employment with the Board and, if they notify the Board in writing within ten (10) days after the date of layoff that they want to be recalled, will remain eligible for recall for a period equal to their respective seniority at the time of layoff up to a maximum of eighteen (18) calendar months following the date of layoff. Such eligibility for recall will be to a position in the classification from which they were laid off, or to a substantially equivalent position for which they are qualified in the reasonable judgment of the Board in the same or lower job group in the same category from which they were laid off. Such recall will be in reverse order of layoff. 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. Notice of recall must be sent by certified mail, return receipt requested, postage prepaid.

Section 4. Seniority. For purposes of this Article, seniority shall mean the Employee's length of continuous service with this bargaining unit the Board measured from his or her most recent date of hire as a regular full-time Employee or regular part-time Employee regularly assigned to work twenty (20) or more hours per week in a bargaining unit position. An Employee will lose all credit for his or her seniority and will be subject to having his or her employment terminated by the Board without recourse if he or she:

- (1) quits;
- (2) is discharged for cause;
- (3) retires;
- (4) fails to return to work within ten (10) regular work days after being notified of recall from layoff by certified mail, return receipt requested, unless such return to work is due to Employee's actual illness or accident or some other similarly compelling reason (the Board may require substantiating proof);
- (5) is on layoff for a period in excess of his or her recall period;
- (6) is absent without reporting for three (3) consecutive days; or
- (7) is gainfully employed elsewhere while on leave of absence without permission of the Board.

Section 5. Employee Responsibility. In any situation of layoff or recall, where an Employee has the option to fill an available position, he or she must be willing to work the schedule and the hours required by the Board for the said position in order to be eligible for the position.

Section 6. Pay. Rates of pay for Employees affected by the provisions of this Article will be adjusted in accordance with the applicable rates set forth on Appendix A attached hereto.

ARTICLE XVII **NEW EMPLOYEES**

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

- (1) a link to a copy of this Agreement online;
- (2) medical coverage for which they are eligible to apply;
- (3) amount of life insurance, and;
- (4) information about the Retirement Plan.

Section 2. Information to Union. At the time of hire, the President of the Union, or his or her designated representative, shall be provided with the following information pertaining to new

Employees: job title, date of hire, classification and rate of pay. The President of the Union shall also be informed of any resignation, retirement or termination of an Employee.

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

ARTICLE XVIII **WORKERS' COMPENSATION**

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

Section 2. Application. In applying the provisions of Section 1 above, the Board and the Employee will continue to follow the practice in effect as of the date of this Agreement whereby, for the period of the absence described in Section 1 hereof, the Board will continue to pay the Employee his or her full regular pay as normally required, less normal deductions, and the Employee will pay to the Board, on a regular basis, an amount equal to the amount which the Employee receives as Workers' Compensation. Nothing herein shall prevent the Board from implementing a managed care system and a "light duty" requirement in connection with its Workers' Compensation coverage.

ARTICLE XIX **REVIEW BOARD**

Section 1. Constitution. A Review Board shall be formed to review proposed classification changes of all Employees covered by this Agreement based on job description and responsibilities. Union board members must be notified, in writing, of said proposed classification changes, when a decision is made to reclassify a position or when an employee requests a reclassification. Upon such notification, the Union shall appoint the three members of the bargaining unit to serve on the Review Board. Members of the Review Board shall be

composed of three members of the bargaining unit and three members of the School Administration, and will be empowered to vote on the above classification matters. The Union and the Administration shall notify each other, in writing, regarding the appointments of Review Board members.

Section 2. Procedure of Seeking Review. Review should be sought only when a job has changed significantly and any Employee seeking review must show that the job has so changed. Any Employee may request classification review by submitting a review request to the Review Board with a copy to the Director of Finance. Review requests will be accepted by the Review Board only during September (for changes instituted during the summer) and January for each school year. If a reclassification should arise that needs consideration in months other than those stated above, an additional review may be in order. The Employee submitting a review request shall be invited to present his/her position to the Review Board. The Employee's supervisor shall be present during any such presentation. The Review Board, after voting on the classification, shall meet with the Director of Finance to present the majority findings to him or her. In the event of a tie, the Director of Finance shall issue the deciding vote. The Review Board's majority vote, or the Director of Finance's deciding vote in the event of a tie, shall be final.

ARTICLE XX SAVINGS CLAUSE

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

ARTICLE XXI AGENCY SHOP AND CHECK-OFF

Section 1. Conditions of Employment. 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 and pay a service fee to the Union not greater than the amount of dues uniformly required of members of the Union subject to limitations and restrictions of applicable law.

Section 2. Check-Off. The Board shall deduct from the pay issued to each Employee in each month of such Employee's active employment the regular monthly dues uniformly required of all Union members and the service fee required of non-members, whichever is applicable, and forward same to the Union at regular monthly intervals; and each Employee shall, on forms prescribed by the Board, authorize the Board in writing to make such deductions as aforesaid.

Section 3. Indemnification. The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise or be alleged by reason of any action taken by the Board pursuant to this Article.

ARTICLE XXII
DURATION AND HOLDOVER

Section 1. Duration. This Agreement will take effect upon execution by the parties and will remain in full force and effect to and including June 30, 2020.

Notwithstanding the foregoing, the Board may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c(b) if the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

Section 2. Holdover. In the event proper notice is given pursuant to Section 1 and the Board and the Union fail to secure a successor to this Agreement prior to its scheduled expiration on June 30, 2020 or any succeeding June 30, each provision of this Agreement shall be continued in full force and effect thereafter at their levels in effect on the last day of this Agreement (June 30, 2020), or until a successor is entered into, unless prior to June 30, 2020 or any succeeding June 30, the Board and the Union have mutually agreed not to “holdover”.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives this, 15 day of June 2018.

UNITED PUBLIC SERVICE EMPLOYEES
UNION B.O.E. SECRETARIES

DARIEN BOARD OF EDUCATION

BY: Barbara Andrianus

Barbara Andrianus, UPSEU Local

BY: Tara B. Ochman

Tara B. Ochman
Chair person

BY: Kevin E. Boyle

Kevin E. Boyle, UPSEU President

BY: _____

BY: Mark Sheehan

Mark Sheehan
Labor Relations Representative

Appendix A
REGULAR HOURLY RATES OF PAY

The wage scale below shall reflect a 2.00% increase effective and retroactive to July 1, 2017, 2.00% on July 1, 2018, and a 2.25% wage increase on July 1, 2019.

2.00% Increase

For Fiscal Year 2017-18	1-9 Years	10 years	15 years	20 years
Secretary Classifications				
Group I	\$34.91	\$35.57	\$35.67	\$35.79
Group II	\$34.32	\$34.97	\$35.08	\$35.18
Group III	\$33.60	\$34.26	\$34.36	\$34.49

2.00% Increase

For Fiscal Year 2018-19	1-9 Years	10 year	15 years	20 years
Secretary Classifications				
Group I	\$35.61	\$36.28	\$36.38	\$36.51
Group II	\$35.01	\$35.67	\$35.78	\$35.88
Group III	\$34.27	\$34.95	\$35.05	\$35.18

2.25% Increase

For Fiscal Year 2019-20	1-9 Years	10 years	15 years	20 years
Secretary Classifications				
Group I	\$36.41	\$37.10	\$37.20	\$37.33
Group II	\$35.80	\$36.47	\$36.59	\$36.69
Group III	\$35.04	\$35.74	\$35.84	\$35.97

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

APPENDIX B

SUMMARY OF INSURANCE BENEFITS

Darien Board of Education - Secretaries

65+

Plan Type	Option 1 - HDHP/HRA	Option 2 - HDHP/H.S.A.
Office Visit	See Deduct. & Co-Ins.	See Deduct. & Co-Ins.
Specialist Visit	See Deduct. & Co-Ins.	See Deduct. & Co-Ins.
Hospital Copay	See Deduct. & Co-Ins.	See Deduct. & Co-Ins.
ER Copay	See Deduct. & Co-Ins.	See Deduct. & Co-Ins.
Urgent Care Copay	See Deduct. & Co-Ins.	See Deduct. & Co-Ins.
Outpatient Copay	See Deduct. & Co-Ins.	See Deduct. & Co-Ins.
Skilled Nursing Facility Days	220 (Comb. w/ Rehab)	220 (Comb. w/ Rehab)
PT/OT/ST - Copay/Visits	Deduct & Co-Ins / 50	Deduct & Co-Ins / 50
Chiropractic - Copay/Visits	Deduct & Co-Ins / 50	Deduct & Co-Ins / 50
Infertility	Deduct & Co-Ins	Deduct & Co-Ins
Durable Medical Equipment	Deduct & Co-Ins / Unlimited	Deduct & Co-Ins / Unlimited
Bariatric Surgery	Excluded	Excluded
High Cost Diagnostic	Deduct & Co-Ins	Deduct & Co-Ins
	In-and-Out-of-Network	In-and-Out-of-Network
Deductible	\$2,000/\$4,000/\$4,000 \$2,250/\$4,500/\$4,500 (eff 7/1/18) \$2,500/\$5,000/\$5,000 (eff 7/1/19)	\$2,000/\$4,000/\$4,000 \$2,250/\$4,500/\$4,500 (eff 7/1/18) \$2,500/\$5,000/\$5,000 (eff 7/1/19)
Coinsurance	70% Out-of-Network	70% Out-of-Network
Coinsurance Max	\$4,000/\$8,000 OOP In-Netw. \$4,250/\$8,500/\$8,500 (eff 7/1/18)	\$4,000/\$8,000 OOP In-Netw. \$4,250/\$8,500/\$8,500 (eff 7/1/18)
Out of Pocket Max	\$4,000/\$8,000 OOP Out-of-Netw. \$4,250/\$8,500/\$8,500 (eff 7/1/18)	\$4,000/\$8,000 OOP Out-of-Netw. \$4,250/\$8,500/\$8,500 (eff 7/1/18)
Rx	\$5 (\$10)/\$35/\$40 after Deductible	\$5 (\$10)/\$35/\$40 after Deductible
Maximum Reimb. Charge OON	300% of Medicare FFS	300% of Medicare FFS
Annual HSA Funding by BOE	50%	50%

BENEFIT	Secretaries HDHP/H.S.A. PLAN
Cost shares	<p style="text-align: center;">No Office Visit Maximum</p> <p style="text-align: center;">In-Network Services</p> <p style="text-align: center;">Deductible \$2,000/\$4,000 (\$2,250/\$4,500 eff 7/1/18; \$2,500/\$5,000 eff 7/1/19) (shared with Out-of-Network)</p> <p style="text-align: center;">Out of Pocket Max \$4,000/\$8,000 (\$4,250/\$8,500/\$8,500 (eff 7/1/18)) (shared with Out-of-Network)</p> <p style="text-align: center;">In Network Preventative care covered at 100%</p> <p style="text-align: center;">Individual/Family</p> <p style="text-align: center;">Deductible \$2,000/\$4,000 (\$2,250/\$4,500 eff 7/1/18; \$2,500/\$5,000 eff 7/1/19) (shared with In-Network)</p> <p style="text-align: center;">Out of Network services subject to coinsurance below:</p> <p style="text-align: center;">70% out of network coinsurance</p> <p style="text-align: center;">\$4,000/\$8,000 (\$4,250/\$8,500/\$8,500 (eff 7/1/18)) combined In/Out of pocket maximum</p> <p style="text-align: center;">Lifetime In-network - Unlimited</p> <p style="text-align: center;">Lifetime Out of Network - Unlimited</p>
Preventive Care Pediatric	No Deductible-0% Coinsurance No frequency or age restrictions
Adult	No Deductible-0% Coinsurance No frequency or age restrictions
Vision	No Deductible-0% Coinsurance One exam every calendar year
Hearing	No Deductible-0% Coinsurance
Gynecological	No Deductible-0% Coinsurance
Medical Services Medical Office Visit	Subject to Deductible-0% Coinsurance
Outpatient PT/OT/Chiro/ Speech	Subject to Deductible-0% Coinsurance 50 combined visits per member per calendar year
Allergy Testing Allergy Treatment/Injections	Subject to Deductible-0% Coinsurance Unlimited
Diagnostic Lab & X-ray	Subject to Deductible-0% Coinsurance
Inpatient Medical Services	Subject to Deductible-0% Coinsurance
Surgery Fees	Subject to Deductible-0% Coinsurance
Office Surgery	Subject to Deductible-0% Coinsurance
Outpatient MH	Subject to Deductible-0% Coinsurance

Emergency Care Emergency Room	Subject to Deductible-0% Coinsurance
Urgent Care	Subject to Deductible-0% Coinsurance Participating Facilities only
Ambulance	Subject to Deductible-0% Coinsurance Covered Land & Air Ambulance
Inpatient Hospital General/Medical/Surgical/M (Semi-Private)	Note: All hospital admissions require pre-cert Subject to Deductible-0% Coinsurance
Ancillary Services (Medication, Supplies)	Subject to Deductible-0% Coinsurance
Psychiatric	Subject to Deductible-0% Coinsurance
Substance Abuse/Detox	Subject to Deductible-0% Coinsurance
Rehabilitative	Subject to Deductible-0% Coinsurance No day limit not combined with Skilled Nursing
Skilled Nursing Facility	Subject to Deductible-0% Coinsurance Covered up to 220 days per calendar year Skilled Nursing only.
Hospice	Subject to Deductible-0% Coinsurance Unlimited
Outpatient Surgery Facility Charges	Subject to Deductible-0% Coinsurance
Diagnostic Lab & X-ray	Subject to Deductible-0% Coinsurance
Pre-Admission Testing	Subject to Deductible-0% Coinsurance
Other Services Durable Medical Equipment	Subject to Deductible-0% Coinsurance Unlimited
Prescription Drugs	Three Tier Rx Copay Retail \$5 (\$10) / \$35 / \$40 (34 Days) Mail Order \$10 (\$20) / \$70 / \$80 (90 Days) Customer pays total discounted cost of drug until deductible is met, then copays apply until Out of Pocket Max is met
	300% of Medicare FFS
Infertility	Subject to Deductible-0% Coinsurance
Dependent age max	Age 26

MEMORANDUM OF AGREEMENT

[Attach MOAs in lieu of this page]