

**AGREEMENT**

**BETWEEN THE**

**DARIEN BOARD OF EDUCATION**

**AND THE**

**DARIEN SCHOOL CUSTODIANS' UNION**

**LOCAL 1303-214 OF COUNCIL #4, AFSCME, AFL-CIO**

**EXPIRES JUNE 30, 2019**

December 28, 2016  
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## **ARTICLE I - RECOGNITION**

**Section 1.** The **Darien Board of Education** (the "**Board**") recognizes that the **Darien School Custodians' Union, Local 1303-214 of Council #4, AFSCME, AFL-CIO** (the "**Union**") represents the full-time custodians employed by the Board. The Union recognizes that the Board has the exclusive right to manage its physical plants and direct its affairs and working forces, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement.

**Section 2.** As used in this Agreement, the terms "Employee" and "Employees" shall refer only to persons included within the bargaining unit represented by the Union.

**Section 3.** As used in this Agreement, the term "Director of Facilities" shall refer only to the Board's Director of Facilities or his or her designees.

**Section 4.** As used in this Agreement, the term "Director of Human Resources" shall refer only to the Board's Director of Human Resources or his or her designees.

**Section 5.** As used in this Agreement, the term "Superintendent" shall refer only to the Board's Superintendent or his or her designees.

## **ARTICLE II - SENIORITY**

**Section 1.** For employees hired before July 1, 2016, seniority is defined as the length of continuous employment with the Board. For employees hired July 1, 2016 and thereafter, seniority is defined as the length of continuous employment with the Board in this bargaining unit.

**Section 2.** The Director of Human Resources will, prior to July 1 of each fiscal year, furnish the Union a seniority list indicating each individual Employee's regular straight-time hourly rate of pay for the year. Employees classified as probationary shall be listed only numerically.

## **ARTICLE III - VACANCIES, PROMOTIONS AND LAYOFF**

**Section 1.** When a vacancy in a higher category recognized as being within the scope of the bargaining unit occurs, such vacancy will be published electronically on the website of the Board and electronically mailed to the Union President and the head custodians at each school. Seniority will be considered in any promotion, but shall not be the determining factor. All promotion cases will be determined on individual assessment by the

Administration. Such assessment will be made keeping the best interest of the school system in mind.

**Section 2.** Lateral transfers are the sole decision of the Director of Facilities and are not subject to the grievance procedure. Any individual desiring a transfer, promotion, or change in category will indicate his/her desire in writing to the Director of Facilities. All requests will be answered within a ten (10)-day period.

**Section 3. (a)** In the event the Board decides to lay an Employee or Employees off for lack of work, the least senior Employee or Employees in the classification from which the layoff will occur will be laid off first, provided the more senior Employees in that classification are qualified, in the judgment of the Board, to perform the work remaining after the layoff.

**(b)** An Employee laid off shall have the option to displace a junior Employee who is the least senior in a lower classification, provided the Employee laid off has demonstrated, to the satisfaction of the Board, the ability to do the work that will be required, after the layoff, of the Employee to be displaced.

**(c)** Employees laid off from employment with the Board will, if they file a request with the Board in writing within five (5) days after the date of layoff, 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 or in a lower classification than the one 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 IV - MANAGEMENT RIGHTS**

The administration and operation of the schools, the determination of the extent to which the schools shall be operated, the direction of the custodial staff, and the exercise of all authority which is neither prohibited by statute nor by the specific provisions of this Agreement, shall remain vested exclusively in the Board acting by itself or through its agents and assigns.

## **ARTICLE V - HOURS OF WORK**

**Section 1.** Forty (40) hours shall constitute a normal week's work, Monday through Friday, and eight (8) hours shall constitute a normal day's work.

**Section 2. (a)** The Board may establish individual starting times for Employees assigned to work a regular day shift at any time between 6:00 a.m. and 3:00 p.m., inclusive.

**(b)** Nothing in this Section shall prevent a rearrangement of the work schedules subject to the approval of the Union and the Director of Facilities, provided that this provision shall not prohibit the Board from employing an Employee on a part-time basis to work on Saturday at a regular straight-time hourly rate.

## **ARTICLE VI - JOB RESPONSIBILITIES**

**Section 1.** On each occasion when a custodian must work alone in his/her building because of the absence of an Employee regularly assigned to the same building, such custodian shall notify the Director of Facilities or his/her designee as soon as practicable. The Director of Facilities or his designee will determine whether additional coverage is needed and, if so, whether **(a)** to provide such custodian with a helper or **(b)** to require the custodian to work beyond the end of his/her regular shift in order to complete the work required. In either case, the Director of Facilities shall determine whether and to what extent the custodian and/or the helper must work beyond the end of the regular shift. The Director of Facilities will continue to consider reasonable requests by the custodian or helper involved to be excused from unscheduled overtime.

**Section 2. (a)** The Head Custodian or his/her designee will check his/her building on weekends and during other extended periods from time to time as assigned by the Director of Facilities. Time spent performing building checks, as assigned, and any work required to be performed as a result of such checks will be considered time worked. An Employee who performs a building check as assigned will be paid a minimum of one hour at one and one-half times his or her regular straight-time hourly rate of pay.

**(b)** The Head Custodian, or custodian as outlined in the emergency procedures, must respond to police calls when made concerning the security of the building. The Board shall pay the Head Custodian or designee two (2) hours at one and one-half times his or her regular straight-time hourly rate of pay for responding to an alarm or police call. The rate of pay will be two (2) times the regular straight-time hourly rate if the call is on a Sunday or holiday.

**Section 3.** Custodians will be responsible for clearing of all walks and accesses to their buildings at all times, including snow removal.

The outside work responsibilities of the custodians will be defined by the Director of Facilities.

**Section 4.** Custodians will be expected to be on duty in the cafeteria/lunchroom during the lunch period to handle emergency clean-up tasks. They will not be expected to do more than one (1) general clean-up during the lunch period. Disciplining of students will be the responsibility of the administrator, teacher, or aide on duty in the cafeteria/lunchroom.

#### **ARTICLE VII - PART-TIME AND NIGHT SHIFT EMPLOYEES**

**Section 1.** The Board shall have the right to hire part-time Employees without being bound by this Agreement.

**Section 2.** The Board shall have the right to hire full-time night Employees.

**Section 3.** The above two practices will not be used to reduce the present workforce.

**Section 4.** The Board will make two way radios available to second shift custodians who work alone so they can communicate with staff in other buildings in case of emergencies.

#### **ARTICLE VIII - PROBATIONARY PERIOD**

**Section 1.** The first six (6) months of continuous service will be a probationary period during which time an Employee has no seniority standing and will be subject to transfer, demotion, layoff, or discharge for any reason or no reason at the sole discretion of the Director of Facilities. During the probationary period, the transfer, demotion, layoff, or discharge of a probationary Employee is not subject to grievance. The Group Health Insurance Program set forth in Article XI hereof will be extended to probationary Employees in accordance with the provisions of the Group Plan.

Upon satisfactory completion of the probationary period, the Employee will be placed on the seniority list and his/her seniority will be dated back to the beginning of his/her employment.

**Section 2.** Any Employee promoted on or after the effective date of this Agreement shall be on probation in the new position for the first six (6) months of such assignment. If the promoted Employee does not successfully complete the probationary period, he or she shall (a) be assigned to an available vacancy in a custodial position with a schedule similar to the one from which he or she

was promoted and which he or she has demonstrated the ability to perform; or, (b) if no such vacancy exists, he or she will be given the option to displace a junior Employee with a schedule similar to the one from which he or she was promoted, in accordance with and subject to the provisions set forth in Article III, Section 3 (b).

## ARTICLE IX - WAGES

**Section 1. (a)** Regular straight-time hourly rates of pay for work performed by Employees after the effective date of this Agreement during the fiscal years 2016-2017, 2017-2018, and 2018-2019, are set forth on schedules contained in Appendix A attached hereto.

(b) Any pay increase for a new Employee will be based upon six (6) months or more of satisfactory service.

**Section 2.** Employees whose service is not considered satisfactory will be so notified during conferences with the Director of Facilities, and such Employees may have their pay increases withheld, in which event they will continue to be paid at their old pay rate. Conferences concerning unsatisfactory performance will take place at least twice during the work year. All reviews concerning the work performance of Employees covered by this Agreement will be completed by the Director of Facilities, the principal of the particular school (or his/her designee) and, in the case of the high school and middle schools, the Head Custodian of the particular school. Upon attainment of satisfactory performance, the Employee whose pay increase was withheld will be paid at his/her new pay rate.

**Section 3. (a)** A custodian, other than an Assistant Head Custodian, assigned by the Director of Facilities to substitute for a Head Custodian during the school year shall be paid an additional stipend equal to \$20.00 per day, for each day he or she so substitutes, as assigned.

(b) Regular salary shall be paid on Friday on a bi-weekly basis.

(c) All employees will be paid through direct deposit to their personal bank account.

**Section 4. (a)** Subject to the foregoing, Employees shall be paid at the overtime rates set forth below for all time they work under the following circumstances, respectively:

(1) At one and one-half times their regular straight-time hourly rates for all time they work:

(A) in excess of forty (40) hours in a payroll week;

(B) on Saturday, provided that they were paid for forty (40) hours during their normal work week in that same payroll week;

(C) on a holiday recognized in this Agreement, provided they are eligible for holiday pay for that holiday;

(2) At two times their regular straight-time hourly rates for all time they work on Sunday and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided that they were paid for forty (40) hours during their normal workweek in that same payroll week and such overtime work is specifically assigned or approved by the Director of Facilities.

(b) Authorized absences utilizing sick days or personal days, authorized vacation time off and time off on holidays recognized by this Agreement for which the Employee is eligible to receive holiday pay will be counted as time worked for the purpose of determining the eligibility for pay at the overtime rate.

(c) There will be no pyramiding of overtime.

**Section 5. (a)** When a custodian is called back to work in an emergency, his/her time shall start one-half hour prior to arrival at the job site, and the Board shall pay him or her a minimum of three (3) hours (including the half-hour prior to arrival) at the applicable rate of pay for all such emergency call backs, provided the Employee is assigned to perform such work.

(b) Each Employee called in by the Director of Facilities to perform unscheduled emergency work on a Sunday or holiday recognized by this Agreement will be paid at a rate equal to two (2) times his or her regular straight-time hourly rate for all time he or she works on such emergency on such days.

**Section 6. Longevity:** Each Employee who, as of July 1 of any fiscal year during the term of this Agreement, has successfully completed at least ten (10) years' service in the bargaining unit will be paid a longevity premium that year in accordance with the annual amount for which he or she qualifies according to the chart set forth on Appendix A attached hereto. The longevity payment for which the Employee qualifies will be reduced to a "regular straight-time hourly longevity rate" and added to the eligible Employee's regular straight-time hourly rate set forth on Appendix A attached hereto effective at the beginning of the first payroll period commencing after July 1.

**Section 7. Trade Compensation** Any custodian assigned to work one of the skilled maintenance positions listed below for more than two (2) consecutive eight hour work days will be compensated at an hourly rate of \$3.00 more than their normal hourly custodial rate. Such compensation will be retroactive to the first day assigned to work the trades position. Any such assignment must be authorized by the Director of Facilities construction & Operations.

- a. Carpenter
- b. Painter/Carpenter
- c. HVAC technician
- d. Plumber
- e. electrician
- f. Groundskeeper/Mechanic

**ARTICLE X - VACATION**

**Section 1. (a)** Vacation time for full-time Employees shall be as follows:

- after 1 year of service: 2 weeks (10 days)
- after 4 years of service: 3 weeks (15 days)
- after 9 years of service: 4 weeks (20 days)
- after 19 years of service: 5 weeks (25 days)

An Employee's date of hire will be used for determining completed years of service.

**(b)** Upon satisfactory completion of their respective probationary periods of employment, full-time Employees shall earn vacation benefits set forth in subparagraph (a) in this Section 1 at the following rates, retroactive to their first full month worked:

<u>Maximum Vacation Time Based on Length of Service</u>	<u>Amount of Vacation Earned Per Month Worked</u>
2 weeks (10 days)	.83 days per month worked
3 weeks (15 days)	1.25 days per month worked
4 weeks (20 days)	1.66 days per month worked
5 weeks (25 days)	2.08 days per month worked

**(c)** As used in subparagraph (b) of this Section, a "month worked" is any calendar month in which the Employee worked at least one-half the available regular workdays, as scheduled; and the sick days recognized under Article XIV and holidays recognized under Article XII shall be considered days worked.

**Section 2.** All vacations are to be taken each fiscal year (July 1 – June 30). All requests for vacation time off shall be submitted in writing to the Director of Facilities. Effective July 1, 2014, the carry over provisions will be strictly limited to 5 days beyond what a member of the bargaining unit can accrue based on his seniority with the school system.

**Section 3. (a)** The Director of Facilities will make a reasonable effort to grant the vacation time off requested by each Employee, provided that the Director of Facilities will continue to have the right to reject any request or all requests for any specific period of vacation time off based on his or her reasonable judgment as to the anticipated needs for custodial services. The Director of Facilities will, at his or her sole discretion, assign vacation time off to any Employee who fails to give the Director of Facilities his requests for time off as required.

**(b)** Adjustments to vacation time may be made by mutual agreement of the Employee and the Director of Facilities. No Employee may take vacation time off without prior approval of the Director of Facilities. Nothing herein will be construed or applied **(1)** to require the Director of Facilities to grant any requests for vacation time off for any period of time in which, based on his reasonable judgment, the needs of the system can not accommodate vacation time off, or **(2)** to prevent the Director of Facilities from canceling scheduled vacation time off based on the Director of Facilities's reasonable judgment as to the anticipated needs for custodial services. Vacation time may not be accumulated from year to year except as expressly specified in Section 5 below.

**Section 4. (a)** Employees will be paid on the regular pay dates unless they notify the Director of Facilities's office in writing at least one **(1)** month prior to their vacation that they wish to have payment in advance. There will be no other means by which vacation pay will be provided prior to vacation periods.

**(b)** Employees who are on sick leave will be considered continuously employed for the purpose of computing the amount of vacation leave.

**(c)** In the event of regular military service, retirement, resignation, or layoff, accumulated vacation credit for the current year shall be paid in full.

**Section 5.** In the event the Director of Facilities directs an Employee to cancel scheduled vacation time which can not be rescheduled at a time during the balance of the fiscal year that is mutually satisfactory to the Employee and the Director of Facilities, the Director of Facilities, at his or her discretion, will either permit the Employee to carry such vacation time over to the ensuing fiscal year or pay the Employee for such vacation time in *lieu* of such carry-over or a combination of both. Employees who are eligible for twenty **(20)** or more vacation days annually may, at their option, defer five **(5)** of said vacation days to the next succeeding calendar year provided that such a deferral will not

disrupt the normal flow of the work in the opinion of the Director of Facilities. No more than five (5) unused vacation days may be carried over to the next or any subsequent year. The vacation time deferred in accordance with the foregoing provision shall be used in the next succeeding year. No Employee shall be allowed to defer vacation time in two (2) successive years, nor more than twice in any five (5)-year period.

**ARTICLE XI**  
**INSURANCE PLAN**

**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 ratification of this Agreement (the "Medical Plan"), subject to the terms and conditions set forth in the Medical Plan and in this Article.

**Effective July 1, 2016, the primary medical plan will be the High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) as outlined in Appendix B.**

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).

Plan Deductibles	
Single	\$2,000
Two-Person	\$4,000
Family	\$4,000

**Prescription Drug Coverage.** Effective August 1, 2016, the following co-pay program for covered prescription drugs after the HDHP deductible is met will apply:

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

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

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

- o Generic: \$20.00
- o Formulary: \$70.00
- o Non-Formulary: \$80.00

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

**Section 2. 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 at a level that is substantially equivalent to the level of covered services available under the dental plan in effect as of ratification of this Agreement (the "Dental Plan"), subject to the terms and conditions set forth in the Dental Plan and in this Article.

**Section 3. (a) Means Of Providing Coverage 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 ratification of this Agreement. 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) Deductible, Coinsurance, Co-pay Requirements.** Covered individuals must meet any and all deductible, coinsurance and/or co-pay requirements set forth in the Medical and/or Dental Plans, whether established by the Board's primary carrier, in an available alternate plan to which the Employee subscribes and/or by the care/service provider.

**(c) 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.

**(d) Coverage:** Management agrees to review the statewide health insurance proposals at least annually for its appropriateness to Darien.

**Section 4. Cost 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.

**EFFECTIVE DATE.** **BOARD'S PREMIUM SHARE.**

<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 5. Life Insurance.** The Board will provide group term life insurance coverage for each Employee in an amount equal to one and one-half (1½) times the Employee's annualized regular straight-time hourly rate of pay then-applicable as set forth on the schedules set forth on Appendix A hereof, rounded to the next highest thousand dollars. Employees will not be required to contribute to the premium for such coverage.

**Section 6. Long Term Disability.** 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 service as a Custodian in 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:

- (a) 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 \$2,000.
- (b) 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.
- (c) 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 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 8. 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 9. General Provisions.**

(a) **Plan Year.** "Plan Year", as used in this Article, is hereby defined as the Board's fiscal year (July 1 - June 30), unless the Board decides to change the Plan Year and so notifies the Union.

(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) **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.

(d) **Change of Insurance Carriers.** 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 1 and 2 are not significantly diminished.

**Section 10. Retiree's.** Upon retirement, an Employee hired prior to July 1, 2016 who has completed at least ten (10) years of continuous service and is between age 62 and normal Social Security retirement age or is eligible for the Town of Darien's Retirement Plan "Rule of 80" shall receive a one-time payment of \$15,000.

**Section 11. Coverage in the of Event of Illness/Injury.** For an Employee absent because of his/her illness or injury, the Board shall, for a period not to extend beyond three (3) consecutive calendar months immediately following the expiration of his/her sick leave benefits, continue to provide the health insurance coverage set forth in Section 1 above, provided the Board shall not be required to provide greater coverage or pay a higher premium amount than it provided and paid on the Employee's behalf as of his/her last

day worked. The Board shall not be required to continue group insurance coverage, as aforesaid, more than once for the same Employee in any period of five (5) consecutive fiscal years. Such Employee shall cease to be an Employee and shall have no right to return to work or to bring claims against the Board after the expiration of one (1) calendar year immediately following his/her last day worked, provided that, for a period of two (2) calendar years immediately following the expiration of the aforesaid one (1) calendar year, the Employee shall, upon application for available work in the Custodians' bargaining unit which he/she has demonstrated the ability to perform, be given preference over other applicants who have not previously worked for the Board. In the event of injury on the job, the one (1) calendar year period will begin at the termination of worker's compensation.

**Section 12. Vision Plan** The Board will make a vision plan available during the term of this Agreement to each eligible Employee. The Board shall have the sole discretion to choose its primary vision benefit carrier, to change vision benefit carriers and/or to self-insure in whole or in part, provided that the level of covered vision benefits is substantially equivalent to the prior coverage.

**Section 13. Reopener** By written request by the Board to the Union, the Board may initiate reopener negotiations over the provisions of this Article XI 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 XII - HOLIDAYS**

**Section 1. (a)** The paid holiday schedule is as follows:

New Year's Day	Labor Day
Martin L. King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Good Friday	Christmas Day
Memorial Day	Three floating holidays
Independence Day	

**(b)** The paid holiday schedule will be in accordance with the school calendar adopted by the Board.

**Section 2. (a)** When a paid holiday falls at a time when an Employee is on vacation, the day will not be included as part of his/her vacation time.

**(b)** When a paid holiday falls during a time when an Employee is absent due to illness or injury and receiving sick leave benefits, the paid

holiday will not be counted as a sick day. Employees who continue a period of absence for more than ten (10) consecutive days after having exhausted their sick leave benefits will no longer be eligible for holiday pay.

**Section 3.** A floating holiday is a paid holiday which an Employee may request to use on any regular work day during the fiscal year without loss of regular pay.

All floating holidays must be approved in advance by the Director of Facilities, Construction & Operations. The Director of Facilities will grant requests for floating holidays unless the department work demands make it impracticable to do so. In the event that more than one (1) Employee requests a floating holiday on the same day and departmental work demands make it impracticable 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.

### **ARTICLE XIII - RETIREMENT PLAN**

All Employees covered by this Agreement 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. Eligibility will be determined under the regulations of the Darien Retirement Board, and disputes concerning eligibility, benefits and other matters relating to retirement shall not be subject to the Grievance and Arbitration procedure set forth in Article XIX hereof.

### **ARTICLE XIV - SICK LEAVE**

**Section 1. (a)** A "sick day" shall be defined as any regularly scheduled workday on which the Employee is required to be absent from work because of a legitimate illness or injury and does not lose regular pay for such day of absence.

**(b)** Each Employee shall earn 1.25 "sick days" per month up to a maximum of fifteen (15) "sick days" per year of service.

**(c)** Unused "sick days" may be accumulated from year to year up to a maximum of one hundred and thirty-five (135) "sick days".

**Section 2.** In order for Employees absent for three (3) consecutive days to qualify for such leave benefits, the Employee may be required to submit to an examination by a medical doctor of his or her choice. Failure of any Employee to submit to such an examination when deemed necessary by the Director of Facilities shall bar the Employee from any sick leave benefits for which he or she may be eligible under the terms of this Agreement.

This provision shall not be construed or applied to prohibit the Director of Financial Services from taking reasonable steps to verify the reason given for any absence for which the Employee seeks sick leave benefits.

The Board reserves the right to require an Employee to submit to an examination by a physician selected by the Director of Facilities at the Board's expense at any time.

**Section 3. TAX SHELTERED ANNUITY** Each Custodial Employee, who elects to participate, will be paid an annuity equal to 1% 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 Custodial employee from an approved list of funds determined by the Board, and shall be paid in June of each year on the same date the Custodial Employee receives his/her last paycheck of that work year.

## **ARTICLE XV - WORKERS' COMPENSATION**

**Section 1. Application of Prorated Sick Leave.** 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 fifteen (15) sick days.

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

**Section 2. 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.

## **ARTICLE XVI - PERSONAL LEAVE**

**Section 1. (a)** Each full-time Employee shall have up to a maximum total of six (6) days "Personal Leave" per regular work year, which he/she may use for the following reasons:

1. Employees are entitled to up to five (5) consecutive working days funeral leave with pay in the event of the death of a member of the "immediate family" which consists of: husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law; three (3) consecutive working days funeral leave with pay in the event of the death of an uncle, aunt, cousin, brother-in-law, sister-in-law, daughter-in-law, or son-in-law; one (1) working day in the event of the death of any other relative not described in this section. The actual number of days taken up to the maximum provided shall be based on actual need for funeral leave.
2. Serious illness of members of the Employee's immediate family (spouse, child) for whose care the Employee is responsible.
3. Legal obligations which cannot be handled outside the Employee's regular working hours.
4. Other justifiable reasons.

**(b)** All requests for personal leave shall be made to the Director of Facilities as far in advance as practicable. No leave may be taken without prior approval of the Director of Facilities.

**Section 2.** An Employee may be granted time off without pay to discharge his/her obligations for military reserve duty. This will not be considered part of his/her vacation unless he/she so desires. If the military duty and vacation period coincide, the Employee will receive his/her normal pay for the period.

## **ARTICLE XVII - REIMBURSEMENT FOR TOOLS/MILEAGE/UNIFORM**

**Section 1.** The Board will supply those tools that are necessary in carrying out the regular duties of Employees.

**Section 2.** Employees requested to use their cars on occasion on school business shall receive a mileage rate equal to the mileage rate recognized by the Internal Revenue Service.

**Section 3: Uniforms:** The Board shall furnish each Employee ten (10) items of clothing (including one item of outerwear) as the Employee may select from clothing options made available by the Board. The Board will also make

reflective vests available for Employees to wear when working outside. The Board will also reimburse employees up to \$150.00 per year for the purchase of safety shoes. The safety shoes must be worn while at work. Employees are required to be in a Board provided uniform at all times while on duty.

### **ARTICLE XVIII - DISCIPLINARY ACTION**

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 XIX - GRIEVANCE AND ARBITRATION**

**Section 1.** 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, collectively or individually, or the Union, involving the interpretation and/or application of an express provision of this Agreement.

#### **Section 2. Definitions**

(a) Grievant - A custodian or group of custodians or the Union filing a Grievance.

(b) Grievance - A written complaint by a Grievant that there has been a violation, misinterpretation, or misapplication of an express provision of this Agreement by the Board or its Administration, which directly affects the Grievant. All Grievances shall include the name and position of the Grievant, the Section and Article of this Agreement alleged to have been violated, misinterpreted or misapplied, the time when and the place where the alleged events or conditions constituting the Grievance occurred, the identity of the party alleged to be responsible for causing the said events or conditions and a general statement as to the nature of the Grievance and the redress sought by the Grievant.

(c) Days - regular working days.

### **Section 3. Procedures.**

**(a) Step One** 1. Within five (5) working days following the incident giving rise to the Grievance, the Grievant shall file a Grievance with the Director of Facilities.

2. Within five (5) working days following receipt of the Grievance, the Director of Facilities and Grievant shall discuss the Grievance in an attempt to resolve the Grievance.

**(b) Step Two** 1. If the Grievant is not satisfied with the decision at Step One, or the time limit for the Step One discussion has expired, he/she may submit the Grievance to the Director of Human Resources, but Grievant must do so within five (5) working days after the Step One discussion, or within five (5) working days after the time for the Step One discussion has expired, whichever is earlier.

2. Within five (5) working days after receipt of the Grievance, the Director of Human Resources shall meet with the Grievant in an attempt to resolve the Grievance. The Grievant may be accompanied by a representative of the Union at this meeting.

3. The Director of Human Resources shall send his/her decision to the Grievant within five (5) working days after the meeting with the Grievant, and a copy of the decision to the Union.

**(c) Step Three** 1. If the Grievant is not satisfied with the decision at Step Two, or if no decision has been rendered within five (5) working days after his/her meeting with the Director of Human Resources, he/she may submit the Grievance to the Superintendent, but the Grievant must do so within five (5) working days after receipt of the decision at Step Two, or absent such decision, within five (5) working days following the expiration of the time for rendering such decision.

2. Within five (5) working days after receipt of the Grievance, the Superintendent or designee shall meet with the Grievant in an attempt to resolve the Grievance. The Grievant may be accompanied by a representative of the Union at this meeting.

3. The Superintendent or designee shall send his/her decision to the Grievant within five (5) working days after the meeting with the Grievant, and a copy of the decision to the Union.

**(d) Step Four.** If the Grievance is not resolved at Step Three, 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 Finance, postmarked within the ten (10) calendar days immediately following the Grievant's receipt of the Superintendent's response at Step Three (3), or absent such response, within ten (10) 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 in Step Three.

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 Finance 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 4. 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, unless a written agreement to extend the time limit has been entered into prior to the expiration of the specified time limit. 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 5. 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 6. Confidentiality.** The Grievance and the Grievance process, including arbitration, shall be kept confidential to the extent permitted by law.

**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. Union Grievance.** The Union shall have the right to file a Grievance at Step Three of the procedure set forth in Section 3(c) but only if the Grievance involves a claim that a specific provision of the Agreement has been violated, misinterpreted or misapplied as to the Bargaining Unit as a whole or, in the very least, as to a group of custodians (more than three) identically affected assigned to different schools. Such a Grievance shall conform in all respects to all the provisions, procedures and time limits set forth above. In such cases, the Union shall be accorded the status of a "Grievant".

**Section 11.** The Union's Field Representative shall not attend or participate in Step One of these procedures, but may participate as the representative of the Grievant at any step beyond Step One.

**ARTICLE XX - WORK CONTINUITY**

The Union and its officers, in behalf of themselves and the Employees in the bargaining unit, agree that they will not 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 XXI - AGENCY SHOP AND CHECK-OFF**

**Section 1. Conditions of Employment.** Each Employee hired to begin work on or after July 1, 1988 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 not greater than that amount of dues uniformly required of members of the Union subject to limitations and restrictions of applicable law. Employees hired prior to July 1, 1988 shall be subject to the union security provisions in effect prior to the effective date of this Agreement.

**Section 2. Check-off.** 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 said deductions as aforesaid.

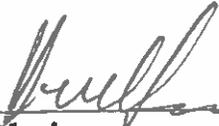
**Section 3. Save Harmless.** The Union will indemnify and hold the Board harmless against any liability which arises or which may arise by reason of any action taken by the Board in complying with the provisions of this Article.

**ARTICLE XXII - DURATION**

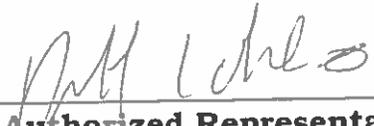
This Agreement will take effect upon execution and shall remain in full force and effect without reopening of any kind except as provided in Article XI up to and including June 30, 2019. If a Successor Contract is not reached by July 1, 2019, the provisions of this Agreement shall remain in effect until a successor agreement is entered into or the statutory processes for resolving disputes over terms and conditions for a successor agreement have been exhausted.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on this \_\_\_ day of \_\_\_\_\_, 2016.

**DARIEN BOARD OF EDUCATION**

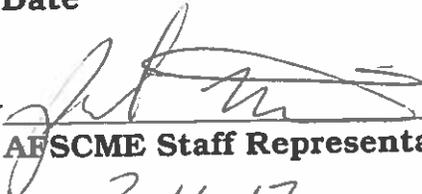
By   
Its Chairman  
3/27/2017  
Date

**DARIEN SCHOOL CUSTODIANS  
UNION LOCAL 1303-214 OF  
COUNCIL #4, AFSCME,  
AFL-CIO**

By   
Its Authorized Representative  
3/21/17  
Date

By \_\_\_\_\_  
Its Authorized Representative

\_\_\_\_\_  
Date

By   
AFSCME Staff Representative  
3-11-17  
Date

**APPENDIX A**  
**REGULAR STRAIGHT-TIME HOURLY RATES**

**Section 1. (a)** Regular straight-time hourly rates of pay for services performed by Employees holding regular appointments to positions as Custodian I or Custodian II pursuant to this Agreement will be as follows effective at the beginning of the next payroll period commencing after the following dates, respectively:

**2016-17 2.00% General Wage Increase**

	Regular Straight-Time	After 10 Years	After 15 Years	After 20 Years
Custodian I	32.05	32.29	32.32	32.34

**2017-18 2.00% General Wage Increase**

	Regular Straight-Time	After 10 Years	After 15 Years	After 20 Years
Custodian I	32.69	32.94	32.97	32.99

**2018-19 2.00% General Wage Increase**

	Regular Straight-Time	After 10 Years	After 15 Years	After 20 Years
Custodian I	33.34	33.60	33.63	33.65

**(b)** A newly hired Employee assigned to any position as Custodian may, for the first six months of such assignment, be paid at a regular straight-time hourly rate up to \$.50 an hour lower than the then-current regular straight-time hourly rate for the position.

**( c ) Shift Stipends**

**Staff who work Second Shift, start work at 11:00 AM to 7:30 PM  
Staff who start work at 2:00 PM to 11:30 PM. are considered Third Shift.**

**Stipends paid in addition to his or her regular straight-time rates:**

Shift Differential	2016-17	2017-18	2018-19
2nd Shift	0.56	0.57	0.58
3rd Shift	0.77	0.79	0.81

**Differentials will only be paid for time worked on 2<sup>nd</sup> & 3<sup>rd</sup> Shift**

**Section 2. (a) Head Custodian:** Regular straight-time hourly rates of pay for services performed by Employees holding regular assignments to positions of Head Custodian pursuant to this Agreement will be as follows effective at the

beginning of the next payroll period commencing after the following dates, respectively:

2016-17 - 2.00% General Wage Increase				
	Regular Straight-Time	After 10 Years	After 15 Years	After 20 Years
Darien HS				
Step 1	37.70	37.95	37.98	38.01
Step 2	38.76	39.03	39.06	39.08
Step 3	39.78	40.04	40.08	40.10
Middlesex				
Step 1	37.03	37.29	37.32	37.35
Step 2	38.07	38.33	38.37	38.39
Step 3	39.08	39.31	39.37	39.39
Elementary				
Step 1	34.21	34.45	34.49	34.52
Step 2	34.87	35.12	35.15	35.18
Step 3	35.85	36.01	36.06	36.18

2017-18 - 2.00% General Wage Increase				
	Regular Straight-Time	After 10 Years	After 15 Years	After 20 Years
Darien HS				
Step 1	38.45	38.71	38.74	38.77
Step 2	39.54	39.81	39.84	39.86
Step 3	40.58	40.84	40.88	40.90
Middlesex				
Step 1	37.77	38.04	38.07	38.10
Step 2	38.83	39.10	39.14	39.16
Step 3	39.86	40.10	40.16	40.18
Elementary				
Step 1	34.89	35.14	35.18	35.21
Step 2	35.57	35.82	35.85	35.88
Step 3	36.57	36.73	36.78	36.90

2018-19 - 2.00% General Wage Increase

	Regular Straight-Time	After 10 Years	After 15 Years	After 20 Years
Darien HS				
Step 1	39.22	39.48	39.51	39.55
Step 2	40.33	40.61	40.64	40.66
Step 3	41.39	41.66	41.70	41.72
Middlesex				
Step 1	38.53	38.80	38.83	38.86
Step 2	39.61	39.88	39.92	39.94
Step 3	40.66	40.90	40.96	40.98
Elementary				
Step 1	35.59	35.84	35.88	35.91
Step 2	36.28	36.54	36.57	36.60
Step 3	37.30	37.46	37.52	37.64

**Assistant Head Custodian:**

Employees holding regular assignments to positions of Assistant Head Custodian on the Day and Night Shifts, respectively, pursuant to this Agreement will be paid the following hourly premiums in addition to their respective regular straight-time hourly rates of pay as Custodians I or II for the services they perform in such positions, as follows:

	2016-17	2017-18	2018-19
Day Shift	0.56	0.57	0.58
Night Shift	0.73	0.74	0.75

3-11-17

Date

  
Staff Representative

**APPENDIX B**

**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

**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 deductible amount before this health insurance plan begins to pay for covered services you use. Check your policy to see when the deductible 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 deductible.
Are there other deductibles for specific services?	There are no other specific deductibles.	You don't have to meet deductibles 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 out-of-pocket limit 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 out-of-pocket limit.
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 specific 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 specialist 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 excluded services.

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.ccio.cms.gov](http://www.ccio.cms.gov) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or call 1-800-251-7722 to request a copy

**APPENDIX B**

**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



- **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	In-network Provider	Out-of-network Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No Member cost after Plan Deductible	30% after Plan Deductible	None	None
	Specialist visit	No Member cost after Plan Deductible	30% after Plan Deductible	None	None
	Other practitioner office visit	No Member cost after Plan Deductible for chiropractor	30% after Plan Deductible for chiropractor	30% after Plan Deductible	up to 50 visits per year combined with Rehabilitation
If you have a test	Preventive care / screening / immunization	No Member cost (Plan Deductible waived)	30% after Plan Deductible	None	None
	Diagnostic test (x-ray, blood work)	Xray No Member cost after Plan Deductible, Lab No Member cost after Plan Deductible	30% after Plan Deductible	None	None
	Imaging (CT / PET scans, MRIs)	No Member cost after Plan Deductible	30% after Plan Deductible	None	None

**APPENDIX B**

**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	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 34 day supply (retail prescription); 90 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 34 day supply (retail prescription); 90 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 34 day supply (retail prescription); 90 day supply (mail order prescription)	
	Specialty drugs	Varies based on above drug categories	30% after Plan Deductible (retail); 100% (mail order)	Covers up to a 34 day supply (retail prescription); 90 day supply (mail order prescription);	
	If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Member cost after Plan Deductible	30% after Plan Deductible	none
Physician/surgeon fees		No Member cost after Plan Deductible	30% after Plan Deductible	none	
If you need immediate medical attention	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.ctcms.gov](http://www.ctcms.gov) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or call 1-800-251-7722 to request a copy

**APPENDIX B**

**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	In-network Provider	Your cost if you use an Out-of-network Provider	Limitations & Exceptions
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.cc10.cms.gov](http://www.cc10.cms.gov) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or call 1-800-251-7722 to request a copy

**APPENDIX B**

**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	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	none	none
	Glasses	25% Discount	Not covered	25% Discount	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.ccmio.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.ccmio.cms.gov](http://www.ccmio.cms.gov) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or call 1-800-251-7722 to request a copy.

**APPENDIX B**

**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

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/dor-tp/](http://www.mass.gov/ocabr/government/oca-agencies/dor-tp/)

**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.-----

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**APPENDIX B**

**APPENDIX B**

**ConnectCare** : FlexPOS-CNT-HSA-2000I/4000F-38-Combined

Coverage Period: 07/01/2015 to 06/30/2016

Coverage Example : Family | Plan Type: POS

**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	
<b>Sample care costs:</b>	
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>
<b>Patient pays:</b>	
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	
<b>Sample care costs:</b>	
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>
<b>Patient pays:</b>	
Deductibles	\$4,000
Co-pays	\$0
Co-insurance	\$0
Limits or exclusions	\$80
<b>Total</b>	<b>\$4,080</b>

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

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**APPENDIX B**

## APPENDIX B

ConnectiCare : FlexPOS-CNT-HSA-2000I/4000F-38-Combined  
Coverage Example

Coverage Period: 07/01/2015 to 06/30/2016  
Coverage for: Family | Plan Type: POS

### 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.

#### 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.

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

- 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?

- 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.

#### 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.

**APPENDIX C**

**MEMORANDUM OF UNDERSTANDING**

The undersigned parties hereby agree as follows:

Custodial Employees may elect, prior to July 1, 2008, to maintain their benefit under Article XIV, in lieu of receiving a 1% employer paid tax shelter annuity.

The language that will expire on June 30<sup>th</sup> reads:

**Section 3.** Upon retirement after ten (10) years or more of service, an Employee will be paid 1.25 days of his/her unused accumulated sick leave for each year of service up to his/her total unused sick leave balance.

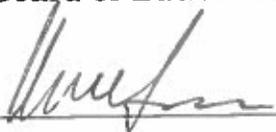
Employees electing this option must do so in writing and deliver a copy of the election to the Finance Director, 2 Renshaw Road, Darien, CT 06820 before the end of business (4:00 P.M.) on June 30, 2008. Once this option is taken, it cannot be revoked.

Employees electing this option will also receive, upon retirement, 1% of their 2008-09 salary.

New hires after July 1, 2008 will only have access to the TSA option.

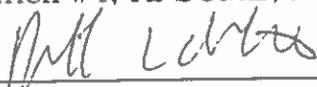
Custodians who fail to declare by the end of business on June 30, 2008 will be considered as having taken the TSA Option.

Darien Board of Education

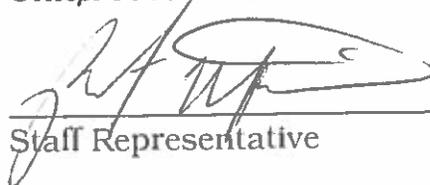
  
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3/27/2017  
Date

Custodial Local 1303-214  
Council #4, AFSCME, AFL-CIO

 3/21/17  
\_\_\_\_\_

Union President

 3-11-17  
\_\_\_\_\_

Staff Representative