COLLECTIVE BARGAINING AGREEMENT

between

EAST HAMPTON BOARD OF EDUCATION

and

MUNICIPAL EMPLOYEES UNION INDEPENDENT LOCAL 506, SEIU, AFL-CIO

for

SCHOOL NURSES

JULY 1, 2018 - JUNE 30, 2021
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Preamble

The agreement is entered into by and between the Board of Education of the Town of East Hampton (hereinafter referred to as the "Board") and the Municipal Employees Union Independent, Inc. (hereinafter referred to as the "Union").

Article 1
Recognition

1. The Board recognizes the Union as the exclusive bargaining agent for the purposes of bargaining over hours, wages and all other conditions of employment for all full-time building, registered nurses employed by the Board who are in charge of the general school population.

2. It is recognized that the Board has and continues to retain, whether exercised or not, the sole unquestioned right, responsibility and prerogative to direct the operation of the East Hampton school system in all aspects. Such operation shall include the right to establish policies, practices and procedures for the conduct of Board business, and from time to time, to change and abolish such policies, practices or procedures.

3. The Board’s right, responsibility and prerogative are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of the specific terms and provisions of this agreement. All past practices and understandings between the parties are void and of no force and effect unless specifically incorporated herein.

Article 2
Union Security

1. During the terms of this contract or extension thereof, all employees in the collective bargaining unit shall, from the effective date of the contract or within thirty (30) days from the date of their employment by the Board, as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fee shall not exceed the minimum applicable dues payable to the Union.

2. The deduction of Union fees and dues or service fees for any month shall be made during the applicable month and shall be remitted to the Financial Officer of the Union not later than the third Thursday of the following month. The monthly dues and/or service fees remittances to the Union will be accompanied by a list of names of employees from whose wages dues deductions have been made.
3. No dues or fees will be deducted from an employee on sick leave who has exhausted her/his accumulated sick leave or while collecting Workers’ Compensation.

4. The Union agrees to indemnify and to hold and save the Board harmless against any and all claims, damages suits, judgments or other forms of liability, including attorney fees, that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.

5. The Board shall provide each employee with a copy of the contract by making it available on the Board’s website within thirty (30) days after the signing of this Agreement.

6. New employees shall be provided with a copy of this Agreement when they are hired by making it available on the Board’s website.

7. Union representatives and stewards shall be permitted to enter any of the schools with approval of the building principal for the purpose of discussing, processing, or investigating grievances or fulfilling the Union’s role as bargaining agent as long as school operations, including the flow of work with the building, are not disrupted.

8. The Board shall provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works.

9. Upon request through the principal in a timely manner, the Union will have the right to use school buildings at reasonable times at no cost as long as school operations are not disrupted and the health and safety of the students and staff are not placed at risk.

**Article 3**

**Hours of Work and Overtime**

1. The work schedule for nurses shall be Monday through Friday, seven (7) hours and twenty (20) minutes per day, one hundred and eighty-five (185) days per year.

2. Employees shall be notified of schedule changes or transfer between work sites at least two (2) weeks in advance, subject to unexpected events.

3. All work for field trips, flu clinics, and other activities beyond normal school functions in excess of eight (8) hours in one day will be paid at time and one half.
Article 4
Payment for Services

1. All employees shall be paid on a biweekly basis on the same day of every other week. In the event the scheduled payday falls on a holiday or other non-work day, paychecks shall be distributed on the workday immediately preceding the scheduled payday.

2. Employees (10-month) shall have the option of receiving their paychecks in the following manner:
   
a. yearly salary divided by twenty-two (22) pay dates
b. balloon check - yearly salary divided by 26 with last 4 checks paid in one balloon check, separate from the last paycheck.

All employees shall be paid through direct deposit at a participating bank or qualified financial institution of the employee’s choice, on a biweekly basis on the same day of every other week.

Article 5
Payroll Deductions

1. In addition to those payroll deductions required by law, the following agencies are eligible for payroll deductions:
   
a. Insurance premium (if any),
b. Union dues or fees,
c. Disability insurance,
d. Tax Sheltered Annuity plans,
e. Credit Union,
f. Town Pension plan,
g. United Way, and
h. Health Savings Account

Article 6
Seniority

1. Seniority shall be defined as status for specific purposes based on an employee’s uninterrupted service with the Board, from date of last hire including all authorized paid leave providing the employee returns to work immediately at the conclusion of such leave.
2. The Board shall prepare a list of all employees covered by this Agreement showing their seniority and length of service with the Board and deliver the same to the Union office on October 1 of each year.

3. Seniority shall not be broken by any authorized leave, but seniority will not accrue during an unpaid leave. Seniority shall be held in abeyance during a period of layoff. Seniority will accrue while an employee is receiving Worker’s Compensation benefits.

Article 7
Probationary Period

1. All newly hired employees shall serve a ninety (90) school-day probationary period. During such probationary period, newly hired employees may be discharged without recourse to the grievance procedure.

2. Seniority shall accrue from the date of hire if the probationary period is successfully completed.

Article 8
Vacancy

1. Job vacancy is defined as an opening brought about by death, retirement, resignation, dismissal or the creation of a new position that the Board intends to fill on a permanent basis.

2. All job openings covered by this Agreement shall be posted within five (5) working days of the vacancy so created. Postings shall be in each school and at the office of the Board for five (5) working days and the Union shall be notified of the vacancy by e-mail.

3. Employees desiring to transfer to a vacancy shall file a desire to transfer in writing within the posted time limit.

4. Vacancies shall be filled in one of the following ways:

   a. by transfer of employees within the bargaining unit;
   b. by qualified new applicants.

5. In filling vacancies, consideration shall first be given to the present staff on the basis of seniority.

   An employee with a transfer request on file may be considered first to fill a vacancy.
6. When an employee is temporarily retained in a vacancy or new position for a period of thirty (30) calendar days, she/he will be considered during the selection process for permanent retention in the position.

**Article 9**

**Layoff, Recall & Reduction of Hours**

1. No employee shall be laid off as a result of contracting out bargaining unit work.

2. In the event of a layoff or reduction of work hours, the employee affected shall be allowed to bump the least senior employee in the bargaining unit provided the replacing employee has more overall seniority than the employee she/he replaces.

3. A laid off individual’s name shall be placed on a recall list for a period of two (2) calendar years, subject to recall in order of seniority (from highest to lowest).

4. All laid off employees shall be given four (4) weeks notice prior to layoff. Prior to any layoff taking place, the Superintendent shall meet with the Union to discuss any possible alternatives to the layoffs being implemented.

**Article 10**

**Leave Provisions**

1. All employees shall receive sick leave with full pay for fifteen (15) working days per year with an accumulation of one hundred sixty-five (165) days of unused sick leave. Each employee shall be notified in writing of her/his accumulated sick leave by November of each year. Sick leave may be used in increments of half or full days.

2. Each nurse shall receive a total of five (5) personal leave days per year. Personal leave days may be used in increments of half or full days. These days may be taken only for business that cannot otherwise be transacted or scheduled outside school hours but is necessary to be performed on a work day. Advance notice of the personal leave day shall be given to the immediate supervisor as soon as possible.

3. Personal days may not be taken just prior to or the day after a paid school holiday. In the case of extenuating circumstances, personal leave time may be used in conjunction with other leave with the approval of the Superintendent of Schools.

4. The Superintendent of Schools may grant additional personal days and extend the maximum allowance of personal days per year after all days have been used or are about to be used.

6. Employees shall be entitled to full pay at their base rate for absence because of jury duty, less the fee paid with respect to such jury duty. Employees who are dismissed from jury duty during the first half of their workday shall return to work. Employees are encouraged to exercise their option to initially postpone jury duty to the summer non-school months.

7. Prior to the exhaustion of sick leave, an employee may request, in writing, an unpaid leave of absence with position held with the approval of the Board. An employee may also request a leave of absence with position held for other reasons subject to the Board’s approval. Upon written request by an employee for continuation of paid insurance coverage, the Board will consider and act upon such request based on the reasons given for the request or leave of absence.

8. Workers' Compensation leave, as distinguished from sick leave, shall mean leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of her/his duties. The Board shall cover all employees with Workers' Compensation insurance that pays an eligible employee a percentage of her/his earnings during the period of absence.

The difference between her/his Workers’ Compensation and her/his current wages shall be provided by the Board for a total period not to exceed ninety (90) days. Said amount shall be payable at the time benefits are paid by the compensation carrier and in accordance with the procedures, rules and regulations of the Board and carrier.

In exceptional cases the Board may grant additional injury leave beyond the original ninety (90) days, upon request of the employee and analysis of the individual case. If the Board refuses to grant additional injury leave beyond the original ninety (90) days, an employee may elect to use a portion of sick leave.

An employee may request the use of her/his sick leave pay while awaiting Workers’ Compensation payments. When the Compensation check is paid, it will be sent to the Board who will audit the time and make the necessary adjustments.

**Article 11**

**Pregnancy Leave**

Pregnancy disability leave shall be granted in accordance with law.
Article 12
Insurance and Pension Benefits

1. Bargaining unit employees may participate in the following health and dental insurance plans provided by the Board of Education and shall pay the premium cost share percent by automatic payroll deduction as indicated:

   a. HDHP-HSA Plan - High Deductible Health Plan with Health Savings Account with deductibles of $2,000 for single coverage and $4,000 for two-person/family coverage and 0% coinsurance thereafter for in-network and 20% coinsurance thereafter for out-of-network to a maximum of $3,000 for individual and $6,000 for two-person/family coverage in-network and $6,000/$12,000 out-of-network and prescription co-pays after the deductible is met.

      Effective July 1, 2018, employees shall pay 11% of the health insurance premium;
      Effective July 1, 2019, employees shall pay 12% of the health insurance premium;
      Effective July 1, 2020, employees shall pay 13% of the health insurance premium;

   c. Blue Cross Flexible Dental Plan. Employees shall pay 12% of the dental insurance premium cost (or allocation rate if self-insured).

   d. The Board may offer any additional health insurance plans with Board determined plan design and premium cost shares. If the Board’s additional plan offering is due to the obligations of the Affordable Care Act, the Board agrees to negotiate the impact of such additional plan(s) prior to implementation.

   e. Wellness Incentive. If any employee provides documentation that an age appropriate annual preventive examination including biometric screening as deemed appropriate by a licensed physician took place, the employee will pay 1% less in premium cost share for the year. The documentation must be submitted by June 1 and the examination must have been completed within the previous twelve months.

2. Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall maintain a “Section 125” salary reduction agreement which shall be designed to permit exclusion from taxable income of the employee’s share of health insurance premiums.

3. Employees shall receive life insurance with accidental death and dismemberment benefits totaling to the nearest $500 of each employee’s wage at the Board’s
expense. Upon retirement, an employee may elect to participate in a life insurance program if permitted to do so by the existing life insurance agency.

4. Notwithstanding the foregoing, for budgetary purposes, the Board has discretion to change insurance carriers, managed care providers or health care administrators at any time, in whole or in part, in order to provide the insurance coverage set forth above, provided that the plans which result from change in carriers or third-party administrators are substantially equivalent to the plans described above, in terms of coverage, benefits, and administration (the HDHP/HSA plan set forth above shall be used as the basis of comparison). The Board will make efforts to consult with the union when changing carriers. The Board will arrange for information sessions with the employees covered by such insurance in order to provide for the smooth transition in the practices and procedural changes that may occur because of the change to new insurance carriers.

5. Employees hired on or before June 30, 2018 and presently enrolled in such plan shall continue to be eligible to participate in the Master Pension Plan of the Town of East Hampton.

Employees hired or after July 1, 2018 and those employees hired on or before June 30, 2018 who are not enrolled in the Master Pension Plan of the Town of East Hampton as of June 30, 2018 shall be eligible to participate in the Town of East Hampton’s Money Purchase Plan & Trust retirement plan (the “Plan”), which became effective January 1, 2013 and which may be amended from time to time. Employees hired on or after July 1, 2018 shall receive Plan information upon hire. Such employees hired on or after July 1, 2018 shall not be eligible for participation in any other pension or retirement plan.

The Board shall notify the Union of anticipated changes to the Master Pension Plan or the Money Purchase Plan & Trust retirement plan as it becomes aware of such anticipated changes. This provision of the Agreement is included for informational purposes only and shall not be subject to the grievance procedure.

6. Notwithstanding the insurance plan offerings set forth above in Section 1 of this Article, as of May 1, 2017 the only medical, Rx and dental insurance plan offered by the Board shall be the Connecticut State Partnership Plan 2.0 (“SP2.0”). The administration of the SP2.0, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SP2.0.

7. Notwithstanding the medical and Rx premium cost share percentages set forth in Section 1 of this Article the premium cost share percentages for medical and Rx benefits and associated administrative fees under the SP2.0 shall be as follows:
• Effective July 1, 2018, eligible employees shall pay 17.5% of the premium cost share for medical and Rx coverage.

• Effective July 1, 2019, eligible employees shall pay 18.5% of the premium cost share for medical and Rx coverage.

• Effective July 1, 2020, eligible employees shall pay 18.5% of the premium cost share for medical and Rx coverage.

8. Effective July 1, 2018, eligible employees shall pay 12% of the premium cost share for dental coverage and associated administrative fees under the SP2.0. Effective July 1, 2020, eligible employees shall pay 13% of the premium cost share for dental coverage and associated administrative fees under the SP2.0.

9. Premium rates for single, employee + one and family coverage will be established by the State of Connecticut for the relevant periods, and shall be inclusive of medical, Rx, dental and all administrative fees.

10. SP2.0 design and co-payments shall be as specified in the attached medical, Rx and dental benefit summary documents, attached hereto as Appendix A. In the event that the SP2.0 design or co-payment structure is amended any subsequent SP 2.0 summary document shall supersede Appendix A.

11. The SP2.0 Cigna Vision Rider (lenses and frames) will be offered. However, medical based vision issues and checkups are provided through SP2.0.

12. The Board shall retain its rights under Section 4 of this Article to change insurance plans or carriers (including a change in third-party administrators) in whole or in part, provided that the change in plans, carrier or third-party administrator is substantially equivalent to the HDHP/HSA plan offering as set forth above in Section 1 of this Article in terms of coverage, benefits, and administration. Such HDHP/HSA plan shall be the baseline for determining whether any change to plan, carrier or third-party administrator results in a change that is not substantially equivalent to the HDHP/HSA plan offering as set forth above in Section 1 of this Article. The Board will not be required to use the SP2.0 as such baseline.

13. In the event SP2.0 is amended by the State, such amendments shall be in full force and effect for the term of the collective bargaining agreement, without the necessity of any action by either the Board or the Union, but shall not limit or
curtail the Board’s rights to leave SP2.0 for a substantially equivalent plan as set forth above in Section 4 of this Article.

14. The SP2.0 contains a Health Enhancement Plan ("HEP") component. All employees participating in the SP2.0 will be required to join the HEP and will be subject to its terms and provisions. Details of the HEP are addressed in the HEP program description as set forth in Appendix A.

15. Participation in the SP2.0 and the HEP are conditioned upon the employee completing and submitting necessary enrollment forms (written or electronic as determined by the administrator) during the specified enrollment period, and also signing an authorization for the deductions of premium cost shares through payroll deductions.

16. In the event SP2.0 Plan administrators impose HEP non-participation or non-compliance premium cost share increases or deductibles (including individual and family deductibles), those sums shall be paid in their entirety by the non-participating or non-compliant employee. No portion or percentage of such premium cost increase or deductible shall be paid by the Board. Non-HEP compliant premium cost increases shall be implemented through payroll deduction, and non-HEP compliant annual deductibles shall be implemented through claims administration. Notwithstanding the above, any amendments to the terms of the HEP shall be applicable to employees participating in the SP2.0.

17. If the total cost of the SP2.0 plan offered pursuant to this agreement triggers an excise tax under the Patient Protection and Affordable Care Act (Internal Revenue Code Section 4980I), or any local, state or federal statute or regulation, or the Board reasonably anticipates that such a tax will apply for a future coverage period, the Board shall have discretion to reopen negotiations with respect to health insurance plan design and funding, premium cost share and/or introduction of an additional optional or alternative health insurance plan.

Article 13
Disciplinary Action

1. No nurse shall be disciplined without reasonable and just cause. This provision shall not apply to termination, transfers or assignment.

2. The Board shall send copies of notices of such disciplinary action to the Union, unless an employee objects, in writing, to the Union.
3. Written reasons for all suspensions and discharges must be given to the employee at the time of suspension or discharge, except in cases of emergency suspension or discharge, in which case written reasons will be supplied as soon as possible.

**Article 14**

**Grievance Procedure**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances regarding misapplication and misinterpretation of the contract agreement.

2. “Grievance” shall mean a complaint by a bargaining unit member, a group of bargaining unit members or the Union that his/her/its rights under this Agreement have been violated or, that there has been a misinterpretation or misapplication of this Agreement. “Grievant” shall mean the Union, any member of the bargaining unit or a group of bargaining unit members similarly affected by a grievance, seeking recourse under the terms of this Article. “Days” shall mean days when school is in session, except during summer recess when days shall be business days.

3. If a grievance is not filed, in writing at Step II, within twenty (20) working days after the grievant knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the Union and the Board provided that if a grievance is not submitted to a higher step in the above procedure it shall be deemed settled on the basis of the answer in the last step considered.

Failure by an administrator or the Board to hold a meeting or render his/her/its decision within the specified time limits shall be deemed to be a denial of the grievance, and the grievance shall proceed to the next level.

In case of dismissal, suspension, and demotion, the grievance shall be submitted directly to Step III.

4. **Step I - School Principal.** If an employee feels that she/he may have a grievance, she/he and/or her/his Union Steward or Representative may first discuss the matter with her/his principal or other appropriate administrator in an effort to resolve the problem informally. If unable to do so, it may be submitted to the next step by stating the grievance in writing and giving a copy to the building principal.
**Step II - Director of Support Services.** The Director of Support Services shall meet and answer the grievance in writing within ten (10) days of receipt.

**Step III - Superintendent of Schools.** If the grievant is not satisfied with the Step II answer, the grievance may be submitted within five (5) days of receipt of that answer to the Superintendent who shall meet and answer the grievance in writing within ten (10) working days.

**Step IV - Board of Education.** If the grievant is not satisfied with the Step III answer, the grievance may be submitted within seven (7) days of receipt of that answer to the Board which shall meet or appoint a committee to meet and answer the grievance in writing within thirty (30) days of receipt of the grievance.

**Step V - Mediation.** If the grievance is not resolved to the satisfaction of the Union, the Union may submit the matter to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance within ten (10) days after receipt of the Step IV answer. A copy shall be sent to all parties. The Union may bypass this Step and process the grievance directly to Step VI within ten (10) days after receipt of the Step IV answer.

**Step VI - Arbitration.** If the grievance is processed to Step V and is not resolved to the Union’s satisfaction, or, when Step V is bypassed, the Union may at its option submit the grievance for arbitration within fourteen (14) days after the mediation session or, when mediation is bypassed, within fourteen (14) days of receipt of the Step IV answer. The submission of the grievance shall state the provision of the contract allegedly violated and the remedy sought. Grievances shall be submitted to the American Arbitration Association (AAA) in accordance with applicable AAA rules.

The arbitrator designated shall hear and decide only one (1) grievance at a time. The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement. The arbitrator shall render his/her decision in accordance with AAA rules. The decision of the arbitrator shall be final and binding. The cost of the arbitrator and court reporter shall be borne equally by the parties.

**Article 15**

**Personnel Records**

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

2. No new, derogatory material shall be placed in an employee’s personnel file unless she/he has been provided an opportunity to review and sign the document (indicating receipt of such material) and has received a copy of such material. An
employee or the Union (upon the employee’s request) shall have the opportunity to explain and/or rebut materials contained in her/his file.

Article 16
Employee Expenses

Nurses who are authorized in advance to use their own vehicle for school business shall be entitled to compensation at the current IRS rate. No employee will be required to drive her/his car, except between school job assignments, for training or professional development activities within the district or during an extreme emergency. Employees will not be obligated to use their cars to transport children.

Article 17
Job Descriptions

The Board shall notify the Union about the content of any new job descriptions after they are written but before they are implemented.

Article 18
Professional Development

1. Time for participation in educational institutes, seminars (e.g., First Aid, CPR), workshops or meetings which will improve the individual’s on-the-job performance may be granted by the Superintendent. Upon the written approval of the Superintendent, the Board will reimburse the individual the cost of participation in educational institutes, seminars, workshops or meetings. Employees will be reimbursed for all approved professional development activities (even if taken during the summer).

2. If a nurse is required by the Superintendent to attend a professional training course designed to improve her/his job performance and promote professional growth, the Board shall pay the full cost (in advance) of said course, as well as all supplies, books, etc. that are required. Attendance during the regular work day shall result in no loss of pay. Attendance outside the regular work day shall be compensated at the regular per diem rate of pay. The Superintendent may grant the employee early dismissal from work with no loss of pay.

3. The Board shall reimburse each nurse up to $125 each year for membership dues in a related professional organization approved by the administration.

4. Employees will be reimbursed up to $125.00 per year for professional expenses (excluding licensing renewal fees).
Article 19
Longevity

1. Employees hired on or before June 30, 2020 shall be eligible for longevity compensation as set forth in this section. Employees hired on or after July 1, 2020 shall not be eligible for longevity compensation.

2. Each year, longevity payments shall be awarded to employees based on years of completed employment service with the Board as of November 1 of that year. Longevity payments shall be made based on the following schedule:

   5 years of completed service $500.00
   10 years of completed service $650.00
   15 years of completed service $800.00
   20 years of completed service $950.00
   25 years of completed service $1075.00

2. The annual longevity payment shall be due and payable in one (1) installment, no later than November 30. Longevity payments shall be included in employees' total earnings for the purpose of determining their pension benefits.

Article 20
Extended Work Year

For all days worked beyond the regular work year, a nurse shall be paid pro rata at one and one-half of her/his per diem rate, provided that all such days must be pre-approved by the Superintendent of Schools or designee.

Article 21
Savings Clause

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion hereof or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision, and the parties do hereby declare that they would have approved of and adopted the provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated article, section, sentence, clause or phrase.
Article 22
Wages

1. The salary schedule for school nurses shall be:

<table>
<thead>
<tr>
<th></th>
<th>2018-19</th>
<th>2019-20</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1, 0-4 years</td>
<td>$47,913.00</td>
<td>$49,111.00</td>
<td>$50,339.00</td>
</tr>
<tr>
<td>Step 2, 5-9 years</td>
<td>$48,632.00</td>
<td>$49,848.00</td>
<td>$51,094.00</td>
</tr>
<tr>
<td>Step 3, 10+ years</td>
<td>$49,361.00</td>
<td>$50,595.00</td>
<td>$51,860.00</td>
</tr>
</tbody>
</table>

2. The Superintendent shall determine step placement of new hires based upon years of verified nursing experience.

3. Effective July 1, 2018, all members of the bargaining unit shall have their step placement adjusted to reflect their years of verified nursing experience. Such step adjustments shall not apply retroactively.

4. The Nursing Supervisor shall receive an annual stipend of $3,600 in the 2018-19 school year, $3,700 in the 2019-2020 school year and $3,750 in the 2020-2021 school year. Such stipend shall be applied as salary or paid each year in one installment, no later than January 1, whichever the Nursing Supervisor elects.

Article 23
Duration

1. This Agreement shall be effective as of the first day of July 2018 and remain in full force and effect until the thirtieth day of June 2021. This Agreement shall remain in full force and be effective during the period of negotiations.

2. Either party may notify the other in writing of its desire to bargain collectively with respect to the successor Agreement, however, neither party shall be obligated to take part in any such collective bargaining session prior to February 1, 2021.

East Hampton Board of Education

By: ____________________________

Date: 6-18-18

Municipal Employees Union Independent

By: ____________________________

Date: 6-19-18
Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including $15 in-network office visits (average actual cost in CT: $150*), free preventive care, and $5 or $10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That’s because they contract with UnitedHealthcare/Oxford—the plan’s administrator—to charge lower rates for their services. You have access to Oxford’s Freedom Select Network in Connecticut, New Jersey, and parts of New York, and United’s Choice Plus Network for seamless national access!

When you join the CT Partnership Plan, the state’s Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit www.osc.ct.gov/CTpartner to find out if your doctor, hospital or other medical provider is in UnitedHealthcare/Oxford’s network. Information about the dental plan offered where you work, and the amount you’ll pay for healthcare and dental coverage, will be provided by your employer.
<table>
<thead>
<tr>
<th>BENEFIT FEATURE</th>
<th>IN-NETWORK</th>
<th>OUT-OF-NETWORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)</td>
<td>$0</td>
<td>20% of allowable UCR* charges</td>
</tr>
<tr>
<td>Annual Deductible (amount you pay before the Plan starts paying benefits)</td>
<td>Individual: $350  Family: $350 per member ($1,400 maximum)</td>
<td>Individual: $300  Family: $900</td>
</tr>
<tr>
<td>Cookiesurance (the percentage of a covered expense you pay after you meet the Plan’s annual deductible)</td>
<td>Not applicable</td>
<td>20% of allowable UCR* charges</td>
</tr>
<tr>
<td>Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)</td>
<td>Individual: $2,000  Family: 4,000</td>
<td>Individual: $2,300 (includes deductible)  Family: $4,900 (includes deductible)</td>
</tr>
<tr>
<td>Primary Care Office Visits</td>
<td>$15 copay (50 copay for Preferred Providers)</td>
<td>20% of allowable UCR* charges</td>
</tr>
<tr>
<td>Specialist Office Visits</td>
<td>$15 copay (50 copay for Preferred Providers)</td>
<td>20% of allowable UCR* charges</td>
</tr>
<tr>
<td>Urgent Care &amp; Walk-In Center Visits</td>
<td>$15 copay</td>
<td>20% of allowable UCR* charges</td>
</tr>
<tr>
<td>Acupuncture (20 visits per year)</td>
<td>$15 copay</td>
<td>20% of allowable UCR* charges</td>
</tr>
<tr>
<td>Chiropractic Care</td>
<td>$0 copay</td>
<td>20% of allowable UCR* charges</td>
</tr>
<tr>
<td>Diagnostic Labs and X-Rays*</td>
<td>$0 copay (your doctor will need to get prior authorization for high-cost testing)</td>
<td>20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)</td>
</tr>
<tr>
<td>** High Cost Testing (MRI, CAT, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Durable Medical Equipment</td>
<td>$0 (your doctor may need to get prior authorization)</td>
<td>20% of allowable UCR* charges (you may need to get prior authorization)</td>
</tr>
</tbody>
</table>

1 IN NETWORK: Within your carrier’s immediate service area, no copay for preferred facility. 20% cost share at non-preferred facility. Outside your carrier’s immediate service area: no copay.

2 OUT OF NETWORK: Within your carrier’s immediate service area, deductible plus 40% coinsurance. Outside of carrier’s immediate service area: deductible plus 20% coinsurance.

(continued on next page)
<table>
<thead>
<tr>
<th>BENEFIT FEATURE</th>
<th>IN-NETWORK</th>
<th>OUT-OF-NETWORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Room Care</td>
<td>$250 copay (waived if admitted)</td>
<td>$250 copay (waived if admitted)</td>
</tr>
<tr>
<td>Eye Exam (one per year)</td>
<td>$15 copay</td>
<td>50% of allowable UCR* charges</td>
</tr>
<tr>
<td>**Infertility (based on medical necessity)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Visit</td>
<td>$15 copay</td>
<td>20% of allowable UCR* charges</td>
</tr>
<tr>
<td>Outpatient or Inpatient Hospital Care</td>
<td>$0</td>
<td>20% of allowable UCR* charges</td>
</tr>
<tr>
<td>**Inpatient Hospital Stay</td>
<td>$0</td>
<td>20% of allowable UCR* charges</td>
</tr>
<tr>
<td>Mental Healthcare/Substance Abuse Treatment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>**Inpatient</td>
<td>$0</td>
<td>20% of allowable UCR* charges (you may need to get prior authorization)</td>
</tr>
<tr>
<td>Outpatient</td>
<td>$15 copay</td>
<td>20% of allowable UCR* charges</td>
</tr>
<tr>
<td>Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)</td>
<td>$0</td>
<td>20% of allowable UCR* charges</td>
</tr>
<tr>
<td>**Outpatient Surgery</td>
<td>$0</td>
<td>20% of allowable UCR* charges</td>
</tr>
<tr>
<td>**Physical/Occupational Therapy</td>
<td>$0</td>
<td>20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year</td>
</tr>
<tr>
<td>Foot Orthotics</td>
<td>$0 (your doctor may need to get prior authorization)</td>
<td>20% of allowable UCR* charges (you may need to get prior authorization)</td>
</tr>
<tr>
<td>Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx</td>
<td>$0</td>
<td>Deductible plus Coinsurance (30 visits per Calendar Year)</td>
</tr>
<tr>
<td>Medically necessary treatment resulting from other causes is subject to Prior Authorization</td>
<td>$0 (30 visits per Covered Person per Calendar Year)</td>
<td>Deductible plus Coinsurance (30 visits per Calendar Year)</td>
</tr>
</tbody>
</table>

*Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

** Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from UnitedHealthcare/Oxford. If you use out-of-network providers, you are responsible for obtaining prior authorization from UnitedHealthcare/Oxford.
We are dedicated to helping people live healthier lives. This is our mission and we take it seriously. By making healthier decisions, you can live a healthier life. It's that simple. Our programs and network can help you do just that.

Our Network

We have a robust local and national network. Nationally and in the tri-state area, we have a large number of doctors, health care professionals and hospitals. For years, our members have accessed our Connecticut, New York and New Jersey tri-state network. Whichever plan you choose, you'll have seamless access to our UnitedHealthcare Choice Plus Network of physicians and health care professionals outside of the tri-state area. This gives State of Connecticut employees, retirees and their families better access to care whether you are in Connecticut, traveling outside the tri-state area, or living somewhere else in the country.

Just giving you a list of doctors is not very helpful. The UnitedHealth Premium® designation program recognizes doctors who meet standards for quality and cost-efficiency. We use evidence-based medicine and national industry guidelines to evaluate quality and the cost-efficiency standards are based on local market benchmarks for the efficient use of resources in providing care. The 2016 UnitedHealth Premium program covers 27 specialty areas of medicine, including two new specialties (Ear, Nose and Throat, and Gastroenterology).

For more information about our network and the Premium designation program or to search for physicians participating in our local network and the national UnitedHealthcare Choice Plus Network, please visit partnershipstateofct.welcometouhc.com.

For information on these discounts and special offers, please visit partnershipstateofct.welcometouhc.com

Oxford On-Call®
Healthcare Guidance 24 hours a day

We realize that questions about your health can come up at any time. That's why we offer you flexible choices in healthcare guidance through our Oxford On-Call program. Speak with a registered nurse who can offer suggestions and guide you to the most appropriate source of care, 24 hours a day, seven days a week. That's the idea behind Oxford On-Call.

If you are a member and you need to reach Oxford On-Call, please call 800-201-4911. Press option 4. Oxford On-Call can give you helpful information on general health information, deciding where to go for care, choosing self-care measures or guidance for difficult decisions.

Custom Website

We created this website for State of Connecticut employees and retirees to provide the tools and information to help you make informed health care decisions.

Visit partnershipstateofct.welcometouhc.com to search for a doctor or hospital, or learn about your health plans. You also can get Health Enhancement Program information at ctheq.com, or by phone at 877-687-1448.

Value-added programs such as wellness programs and discounts offered by the plan are not negotiated benefits and are subject to change at any time at the discretion of the plan.
## Preferred and Non-Preferred Brand-Name Drugs

A drug’s tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

### If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark’s Coverage Exception Request form and it is approved. (It is not enough for your doctor to note “dispense as written” on your prescription; a separate form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

### Mandatory 90-day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at [www.osc.ct.gov](http://www.osc.ct.gov)).

<table>
<thead>
<tr>
<th>Prescription Drugs</th>
<th>Maintenance* (31-to-90-day supply)</th>
<th>Non-Maintenance (up to 30-day supply)</th>
<th>HEP Chronic Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generic (preferred/non-preferred)**</td>
<td>$5/$10</td>
<td>$5/$10</td>
<td>$0</td>
</tr>
<tr>
<td>Preferred/Listed Brand Name Drugs</td>
<td>$25</td>
<td>$25</td>
<td>$5</td>
</tr>
<tr>
<td>Non-Preferred/Non-Listed Brand Name Drugs</td>
<td>$40</td>
<td>$40</td>
<td>$12.50</td>
</tr>
<tr>
<td>Annual Out-of-Pocket Maximum</td>
<td>$4,600 Individual/$9,200 Family</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

** Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.
The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

**Health Enhancement Program Requirements**

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2018 HEP Requirements:

<table>
<thead>
<tr>
<th>Preventive Screenings</th>
<th>Age</th>
<th>6-17</th>
<th>18-24</th>
<th>25-29</th>
<th>30-39</th>
<th>40-49</th>
<th>50+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preventive Visit</td>
<td>1 per year</td>
<td>1 every other year</td>
<td>Every 3 years</td>
<td>Every 3 years</td>
<td>Every 3 years</td>
<td>Every 2 years</td>
<td>Every year</td>
</tr>
<tr>
<td>Vision Exam</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Dental Cleanings*</td>
<td>N/A</td>
<td>At least 1 per year</td>
<td>At least 1 per year</td>
<td>At least 1 per year</td>
<td>At least 1 per year</td>
<td>At least 1 per year</td>
<td>At least 1 per year</td>
</tr>
<tr>
<td>Cholesterol Screening</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Breast Cancer Screening (Mammogram)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Cervical Cancer Screening (Pap Smear)</td>
<td>N/A</td>
<td>N/A</td>
<td>Every 3 years (21+)</td>
<td>Every 3 years</td>
<td>Every 3 years</td>
<td>Every 3 years</td>
<td>Every 3 years to age 65</td>
</tr>
<tr>
<td>Colorectal Cancer Screening</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

* Dental cleanings are required for all members who are participating in the Partnership Plan

** Or as recommended by your physician

**The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.**
Additional Requirements for Those With Certain Conditions

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

If You Do Not Comply with the requirements of HEP

If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be $100 per month higher and you will have an annual $350 per individual ($1,400 per family) in-network medical deductible.

Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit www.cthep.com to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Access a library of health information and articles
- Set and track personal health goals
- Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

Care Management Solutions
(877) 687-1448 Monday – Thursday, 8:00 a.m. – 6:00 p.m. Friday, 8:00 a.m. – 5:00 p.m.

www.cthep.com
Office of the State Comptroller, Healthcare Policy & Benefit Services Division

www.osc.ct.gov/ctpartner
860-702-3560

UnitedHealthcare Oxford

http://partnershipstateofct.welcometouhc.com
Prior to Effective Date: 1-800-760-4566
After Effective Date: 1-800-385-9055

Caremark (Prescription drug benefits)

www.caremark.com
1-800-318-2572

CIGNA (Dental and Vision Rider benefits)

www.cigna.com/stateofct
1-800-244-6224

Health Enhancement Program (HEP) Care Management Solutions (an affiliate of ConnectiCare)

www.cthep.com
1-877-687-1448

For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.