

CONTRACT BETWEEN

**THE TOWN OF EAST HAVEN BOARD OF  
EDUCATION**

AND THE

**EAST HAVEN SCHOOL NURSES' UNION**

LOCAL 1303-124 OF CONNECTICUT COUNCIL #4,  
AFSCME, AFL-CIO

SEPTEMBER 1, 2014 – JUNE 30, 2019

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## **AGREEMENT**

This Agreement is made and entered into by and between the East Haven Board of Education (hereinafter referred to as the "Employer" and the East Haven School Nurses Union, Local 1303-124, Council #4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

### **ARTICLE 1 RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining in all matters of wages, hours and other conditions of employment for all full-time East Haven Public School Nurses.

### **ARTICLE 2 GRIEVANCE PROCEDURE**

#### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may arise affecting the welfare or working conditions of nurses.

Both parties shall agree that these proceedings be kept as informal as is appropriate, at any level; and that at each level the matter shall be kept confidential.

Nothing herein stated shall be construed as limiting the right of any nurse having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.

#### **B. Definitions**

1. **Grievance** shall mean a claim by a nurse or a group of nurses that there has been a violation, misinterpretation or misapplication of the Written Agreement or of the rules, regulations, administrative directives or policies of the Board.
2. **Aggrieved Person** is the person or persons making the claim.
3. **Party in Interest** shall mean the person or persons making the claim, including their designated representative as provided for herein, and any person or person who might be required to take action or against whom action might be taken in order to resolve the problem.
4. **Days** shall mean working school days.

5. In instances where reference is made to the Assistant Superintendent, it shall be understood that such reference may also mean his designated representative.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits, however, may be extended by written agreement of the parties in interest.
2. If a nurse does not file a grievance in writing within thirty (30) days after she knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered as waived.
3. Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. The time limits specified herein may be extended by mutual agreement.
5. In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. In conjunction with a grievance so filed, the term "days" (defined in B4, supra) shall be changed to calendar days.

D. Informal Procedure

1. If a nurse feels that she may have a grievance, she may first discuss the matter with her principal or her appropriate administrator, stating that the matter is a grievance, in an effort to resolve the problem informally.
2. If a nurse is not satisfied with such disposition of the matter, she shall have the right to have the Union assist her in further efforts to resolve the problem informally with the principal or her appropriate administrator.

E. Formal Procedure

1. Level One – School Principal or any Supervisor

- a. If an aggrieved person is not satisfied with the outcome of informal procedures, or if she has elected not to utilize them, she may present her claim as a formal grievance in writing to her principal, or her appropriate administrator.

- b. The principal or appropriate administrator shall, within five (5) days after receipt of the written grievance, render his decision and the reason therefore in writing to the aggrieved person, with a copy to the Union.

2. Level Two – Superintendent of Schools or Designee

- a. If the aggrieved person is not satisfied with the disposition of her grievance at Level One, she may, within five (5) days after the decision or the date the decision was due, file a written grievance with the Superintendent of Schools.
- b. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the aggrieved person and with representatives of the Union for the purpose of resolving the grievance or the Superintendent of Schools may designate someone to act in his stead.
- c. The Superintendent, or her designee, shall within three (3) days after the hearing, render his decision and the reasons thereof in writing to the aggrieved person with a copy to the Union.

3. Level Three – Board of Education

- a. If the aggrieved person is not satisfied with the disposition of her grievance at Level Two, she may, within five (5) days after the decision, or the date the decision was due, file the grievance to the Board of Education.
- b. The Board or its designated Committee, in such matter, shall within ten (10) days after receipt of the appeal, meet with the aggrieved person and with representatives of the Union for the purpose of reviewing the grievance.
- c. The Board or its designated Committee shall, within three (3) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person with a copy to the Union.
- d. On any grievance where the Principal or appropriate Administrator, Assistant Superintendent, or the Board fails to comply with the specified time limits, the aggrieved may appeal the grievance to the next step automatically.

- e. On any grievance arising out of anything other than a claimed violation, misinterpretation or misapplication of the written agreement, the decision of the Board of Education shall be final and binding.

4. Level Four - Arbitration

Discharge and Discipline

- a. The Union may, within fifteen (15) days after receipt of the Board of Education's decision, submit the grievance to arbitration by so notifying the Board, in writing, and by filing a demand for arbitration with the Connecticut State Board of Mediation and Arbitration (CSBMA), which shall act as the Administrator of proceedings.
- b. The decision of the arbitrator in such case shall be final and binding.
- c. The arbitrator shall under no circumstances have the authority to add to, delete from, subtract from and/or modify any of the terms of this Agreement in rendering his or her decision.

F. Rights of Nurses to Representation

- 1. No reprisals of any kind shall be taken by either party or by any member of the administration against a participant in the grievance procedure by reason of such participation.

**ARTICLE 3**  
**ASSIGNMENT AND TRANSFER**

- 1. The assignment and transfer of nurses within the school system is the responsibility of the Superintendent of Schools. Transfers shall be made only after effort has been made to meet the reasonable requests of any nurse.
- 2. Nurses shall be notified in writing of their assignments for the coming year as early as possible and under normal circumstances no later than June 1.
- 3. To the extent possible, transfers or changes in assignment shall be voluntary, and in any case shall not be affected or announced without a prior personal conference with the nurse involved.

4. Positions that become available during the current school year for the ensuing school year shall be posted in all schools. Positions shall be posted for a total of five (5) working days.
5. Nurses currently on staff shall be given first consideration for positions that become available for the ensuing school year.
6. When involuntary transfers are necessary, length of service in the East Haven School System shall be considered in determining which nurse is to be transferred.
7. If a reduction in the school nurse personnel becomes necessary, nurses shall be dismissed in order of reverse seniority.
8. Each employee scheduled for layoff shall be provided with fourteen (14) days written notice prior to the effective date of the layoff.
9. Each laid off employee's name shall be placed on a recall list for a three (3) year period in order of seniority, from most senior to least senior, and shall be recalled in such order. No new employees may be hired until all employees on the recall list have been recalled or declined in writing a recall offer.
10. Recalled employees must respond in writing to a recall offer within two (2) weeks of the receipt of the notice of recall and failure to do so shall be considered a waiver of recall rights. Such offers of recall shall be made to the employee's last address of record. It shall be the employee's responsibility to notify the Employer of any address change.

#### **ARTICLE 4** **PROBATION**

All new appointments shall be subject to a probationary period of six (6) months and shall have no seniority rights or recourse to the grievance procedure during this period, but shall be subject to all other provisions of the Agreement.

#### **ARTICLE 5** **PROTECTION OF EMPLOYEE**

1. Nurses shall immediately report to their supervisors orally, to be followed by a written report, all cases of assault suffered by them in connection with their employment.
2. Such reports shall be forwarded to the Superintendent, and the Board shall comply with any reasonable request from the nurse for information in

its possession not privileged under the law, which relates to the incident or the persons involved.

3. If civil action proceedings are brought against a nurse alleging that she committed an assault or alleging professional misconduct or negligence in the course of or in connection with her employment, such nurse may request the Board to furnish legal counsel to defend her in such proceedings. If the Board does not provide such counsel, then the Board shall reimburse the nurse for counsel fees incurred by her defending the proceeding, in accordance with the Connecticut Statutes Section 10-235, as amended from time to time.

## **ARTICLE 6**

### **INSURANCE BENEFITS**

#### **A. Medical Benefits for Active Employees**

1. Nurses shall be eligible to participate in the following medical benefit plan:

Town of East Haven Century Preferred Plan 000462140 as provided by Anthem Blue Cross and Blue Shield of Connecticut. (Attached)

All bargaining unit employees covered by this plan shall contribute to the cost of the Plan in accordance with the following schedule:

September 1, 2014 – thirteen (13) percent premium cost contribution

July 1, 2015 – fourteen (14) percent premium cost contribution

July 1, 2016 – fifteen (15) percent premium cost contribution

July 1, 2017 – sixteen (16) percent premium cost contribution

July 1, 2018 – seventeen (17) percent premium cost contribution

2. Blue Cross Century Preferred (PPO) Plan – (Attached)

- a) Effective July 1, 2015 co-pays for the Century Preferred Plan will be as follows:

Office Visit:           \$25 Century Preferred PPO



ER: \$100 Century Preferred PPO

Hospital Admission: \$250 Century Preferred PPO

Outpatient Surgery: \$150 Century Preferred PPO

Prescription Drug 3-tiered: Tier 1 \$10; Tier 2 \$25; and Tier 3 \$40  
(If your physician determines that the brand equivalent is medically necessary and indicates on the prescription "Dispenses as written" you will only be responsible for the applicable generic co-pay.)

3. Life Insurance – 2X the nurse's annual salary.
4. Accidental death and dismemberment (AD&D) – 2X the nurse's annual salary.
5. The Board shall pay one-half (2) the expense of the Blue Cross Full Service Dental Plan including the A, B, C, and D Riders.
6. Nurses desiring to participate in the Dental Plan must submit the proper enrollment forms no later than October 1st of the current school year.
7. Nurses will maintain their current vision rider as an option; however, the union members will assume the cost of the vision rider at the prevailing Board of Education rate each year. The vision rider will include the following:

Summary Covered Services: Vision End

In and Out of Network: No exam, \$50 frames, lenses at \$60 single, \$120 bi, \$180 tri. Contacts \$60/\$225

8. A nurse who resigns to accept a new position is entitled to appropriate fringe benefits through August 31 of the current school year, provided that such nurse has successfully performed and completed his/her contractual obligation to the school system.
9. Effective with the ratification of the successor Agreement following the Agreement ending 31 August 1995, the Board shall establish an IRS Section 125 Plan under which nurses may benefit from payments made for medical/dental insurance, medical care and dependent care.
10. Effective September 1, 2006, this contract shall entitle all nurses not retiring with full medical benefits, the availability to purchase their benefits at the prevailing Board of Education rate. This shall include the nurse's spouse and/or dependent and the Medicare supplement.

**ARTICLE 7**  
**PERSONNEL RECORDS**

1. Any employee covered by this Agreement shall at his or her request be allowed to review his or her personnel file after having given three (3) working days' notice.
2. No new material shall be placed in an employee's file unless the employee has been notified.

**ARTICLE 8**  
**LEAVE**

**A. Sick Leave**

1. All employees shall be granted fifteen (15) days of sick leave with full pay annually.
2. Employees currently in the school system shall have the right to use their annual days of sick leave, or any amount thereof, at any time during the school year, commencing with the first day of school.
3. Unused sick leave shall be limited in accumulation to one hundred eighty (180) days.
4. On retirement or death, the employee or the employee's heirs shall be entitled to one-half (1/2) of one (1) day's pay at the employee's then prevailing rate for each day accumulated and unused up to one hundred fifty (150) days.

Effective 1 September 1988, the employee or the employee's heirs shall be entitled to one (1) day's pay at the employee's then prevailing rate for each day accumulated and unused up to one hundred fifty (150) days.

However, employees hired after the ratification of this Agreement on September 10, 1999, on retirement or death, the employee or the employee's heirs shall be entitled to one-half (1/2) of one (1) days pay at the employees' then prevailing rate for each day accumulated and unused sick days up to seventy-five (75) days.

5. A nurse may be granted an extension of sick leave because of prolonged illness or infirmity due to some other reason upon written request to the Superintendent of Schools.

6. If requested by the Superintendent of Schools, nurses who call in sick shall be required, after five (5) consecutive days of illness, to provide a doctor's certificate when there is suspicion of the misuse of sick leave.

B. Bereavement Leave

In the event of a death of a member of the immediate family, a nurse shall be entitled to up to four (4) days leave of absence, with full pay, commencing on the day following the death. In the event of an intervening vacation, holiday, or weekend, there shall be a commensurate reduction in leave of absence, it being the intent of this paragraph that a nurse not be required to return to work until the fifth (5th) day following the date of death. Nothing herein contained shall prevent the Superintendent of Schools from granting an extension based on extenuating circumstances.

C. Personal Leave

1. At the sole discretion of the Superintendent of Schools, each nurse may be granted not more than two (2) days off, with full pay, for any of the following reasons: household or family matters; legal obligations or religious holidays.
2. Application for such leave shall be filed in the Office of the Superintendent of Schools not less than forty-eight (48) hours prior to taking the leave, except in cases of emergency.

D. Jury Duty and Subpoena Leave

1. In the event that circumstances arise whereby a nurse is summoned for jury duty and not subsequently excused after the nurse's request, said nurse shall receive his/her full day's pay, minus the stipend paid by the State for serving as a juror. Written documentation shall be provided from the nurse to the business office upon notification to serve jury duty. Documentation shall be provided by the nurse to the business office confirming that said service was performed.
2. If a nurse is subpoenaed to appear in Court for a school-related incident, his/her absence is not to be deducted from any other "earned days", and he/she will receive full salary for the day(s) spent in Court.

E. Accident and Sickness Benefits

1. Whenever a nurse is absent from school as a result of personal injury caused by an accident arising out of an injury in the course of his/her

employment she/he may elect to charge all or part of such absence during the period of temporary disability due to the accident to the sick leave pay to which s/he is entitled for the period so charged to his/her work leave credits, less the amount of any temporary disability payments received under the Workers' Compensation laws due to said injury for any period for which such sick leave pay is paid. The amount of sick time to be used to supplement compensation shall not exceed the number of sick days accumulated in Article 8, Section 1. C.

2. In the absence of such election, such nurse shall not receive his/her sick payments during the period of his/her absence for temporary disability due to the accident, and his/her sick leave credits shall not be reduced by reason of any Worker's Compensation payments he/she may receive for temporary disability due to the injury. Acceptance of sick leave payments for any period for which the nurse may be entitled to receive temporary disability payments under the Workers' Compensation laws shall constitute an election to charge his/her absence for such period to the sick leave days to his/her credit.
3. However, if the job-related injury is the result of an assault or a disease or illness arising in the course of employment, the Board will provide a supplement to compensation to provide full lost pay for the employee for a period of one (1) year.

F. Professional Conference/Visitation Days

Professional/Conference days shall be maintained at the current level of two (2) annually.

**ARTICLE 9**  
**EARLY RETIREMENT INCENTIVE PLAN**

1. The Board of Education makes the following retirement incentive plans available to nurses:

Plan A – Any nurse age 60 or over with at least 20 years of service in the East Haven Public Schools who chooses to accept a Normal Retirement benefit from the State, the Board will continue to pay CMS, BC and Major Medical coverage through its group policies throughout the employee's lifetime; provided, however, that the employees shall pay the percentage premium cost contributions set forth in Article 6, Section A1 in effect at the time of their retirement, and shall pay any increased dollar cost attributable to that percentage premium cost contribution rate applied to rising insurance costs for active employees.

Plan B – Any nurse age 60 or over with at least ten (10) years of service in the East Haven Public Schools who chooses to accept a Proratable Retirement from the State, the Board will continue to pay CMS, B.C. and Major Medical coverage through its group policies throughout the employee's lifetime; provided, however, that the employees shall pay the percentage premium cost contributions set forth in Article 6, Section A1 in effect at the time of their retirement, and shall pay any increased dollar cost attributable to that percentage premium cost contribution rate applied to rising insurance costs for active employees.

Plan C – Any nurse age 55 or over with at least 25 years service in the East Haven Public Schools who chooses to accept an Early Retirement benefit from the State, the Board will continue to pay CMS, B.C. and Major Medical coverage through its group policies throughout the employee's lifetime; provided, however, that the employees shall pay the percentage premium cost contributions set forth in Article 6, Section A1 in effect at the time of their retirement, and shall pay any increased dollar cost attributable to that percentage premium cost contribution rate applied to rising insurance costs for active employees.

2. Retired employees eligible for Social Security at age sixty-five (65) will be provided a Blue Cross/ Blue Shield insurance which provides supplemental medical coverage to Medicare A and B; provided, however, that the employee shall pay the percentage premium cost contribution set forth in Article 6, Section A. 1 in effect at the time of their retirement, and shall pay any increased premium cost contribution rate as those rates are increased for active employees. Medicare A and B will become primary insurers and Blue Cross/Blue Shield will supplement Medicare coverage. The retired employees shall continue to pay for the Medicare Part B coverage as per current practice.
3. Nurses who avail themselves of these retirement plans must notify the Superintendent of Schools on or before January 1st of the year in which they plan to retire.
4. The benefits provided under this Article shall not be provided to new employees hired on or after 1 September 1992.

## ARTICLE 10 SALARIES

1. Each employee shall be paid in accordance with the following salary schedule as indicated. Percentage increases shall be 0% for 2014-15; 2.1% for 2015-16; 2.2% for 2016-17; 2.25% for 2017-18; and, 2.5% for 2018-2019.

Effective:	7/01/14	7/01/15	7/01/16	7/01/17	7/01/18
STEP	R.N.	R.N.	R.N.	R.N.	R.N.
1	53,306	54,727	55,931	57,329	58,762
2	54,874	56,336	57,575	59,014	60,490
3	56,449	57,953	59,228	60,709	62,226
4	58,003	59,548	60,858	62,379	63,939
5	59,580	61,167	62,513	64,076	65,677
6	61,154	62,783	64,165	65,769	67,413
7	62,735	64,407	65,824	67,469	69,156

2. Differential

A.	RN + 16 Credits	\$ 650
B.	RN + B.S.	\$ 975
C.	RN + M.S.	\$1300

3. In placing a nurse on the salary schedule, full credit for previous nursing experience in the East Haven Public School System shall be granted, provided that such experience shall have been continuous service of at least one-half of any school year.
4. Each employee who is not at the maximum step for his/her salary and degree status shall advance one (1) step on 1 September of each year.
5. Any nurse whose degree status changes during the school year shall be immediately placed on the appropriate salary schedule in accordance with the degree newly acquired, provided that such nurse notify the Superintendent of Schools, in writing, of the contemplated change on or before 1 November, preceding the opening of school in September.
6. For each workday in excess of one hundred eighty-two (182), each employee shall receive an amount equal to his/her current salary rate divided by one hundred eighty-two (182).
7. Individual salary agreements will be issued to each nurse no later than 1 March.

8. Effective 1 September 2006, each employee shall receive a longevity payment each year on the pay day immediately following the employee's anniversary date of hire, in accordance with the following schedule:

Fifth (5th) through ninth (9th)	\$500
Tenth (10th) and after	\$800

#### **ARTICLE 11**

#### **SAVINGS CLAUSE**

In the event that any Article, Section, or portion of this Agreement is declared invalid by agreement, statute or legal process, then such specific Article, Section, or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain effective.

#### **ARTICLE 12**

#### **PAST PRACTICE CLAUSE**

1. The Board retains all rights it had prior to entering into this contract, except as such rights are relinquished in, abridged by, or in conflict with the other provisions of this contract.
2. All other job benefits presently enjoyed by employees in the bargaining unit, which are not specifically provided for in this contract, are hereby protected by this contract.

#### **ARTICLE 13**

#### **UNION SECURITY AND DUES DEDICATION**

1. Each employee covered by this Agreement shall be required, as a condition of continued employment, to become a member of the Union or pay a service fee on or within thirty (30) days of the date of hiring or the effective day of this Agreement, whichever is later. Said service fee shall be in an amount determined by the Union in accord with applicable law.
2. The Employer agrees to deduct from the pay of all its employees such membership dues or service fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof.
3. The deduction of any month shall be made during the regular payroll week of said month and shall be remitted to Council #4 together with a list of names of employees from whose wages such deductions have been made not later than the last day of said month.

4. The Employer will provide each employee with a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire. Five (5) signed copies will be sent to the Council #4 Office, by the Employer within thirty (30) days after the signing of this Agreement.
5. The Union shall indemnify, defend and hold the East Haven Board of Education harmless for any and all claims arising out of this Article.

#### **ARTICLE 14** **MISCELLANEOUS**

1. Nurses will be entitled to unemployment compensation.
2. Nurses who use a privately owned automobile on school business shall be reimbursed at the same rate and on the same terms as teachers similarly situated.
3. All non-certified nurses are covered under the Connecticut Municipal Employee's Retirement Plan, Fund B.
4. Payroll Deductions
  - a. In addition to those payroll deductions required by law, the following shall be eligible for payroll deduction:
    1. Blue Cross
    2. Tax Sheltered Annuities
    3. Washington National Insurance
    4. East Haven Municipal Employees Credit Union
    5. U.S. Savings Bonds
    6. A.F.S.C.M.E.
  - b. All requests for deductions shall be in writing on approved authorization forms.
  - c. A nurse who resigns his/her nursing position or whose services have been terminated prior to the end of the school year, shall be paid any escrow monies due him/her at the time when said severance becomes effective, provided, however, that any nurse resigning effective the last day of the school year will be paid in escrow deduction on the first payroll in July, unless the first payroll falls due on one of the first four days in July, in which case the Board may delay such payment until July 10.



5. Effective September 1, 2015, the Nursing Coordinator shall receive an annual stipend of two thousand five hundred (\$2,500) dollars per year.

## **ARTICLE 15**

### **WORKDAY**

1. The starting and dismissal times of the school day are established by the Board under Section 10-220 of the General Statutes of Connecticut.
2. The normal starting time for all nurses begins fifteen (15) minutes before school opens, unless on special duty, they will remain one-half (1/2) hour after school closes, except on Friday, the last day of the school week, the day before a holiday, and the day before the start of a vacation period, in which cases nurses may leave immediately after the last regular school day bus.
3. The Superintendent or his designee or principal and/or assistant principal of each school, may waive the one-half (1/2) hour dismissal time for any and all nurses when, in their good judgment, a situation warrants such action.
4. If the school day is lengthened beyond the hours in effect upon ratification of this contract, the Board of Education shall compensate members of the bargaining unit at the rate of compensation based upon a prorating of their annual salaries equal to the percentage of the time the school day is extended.
5. The scheduled employment year for nurses is 182 days. Two of these days will be utilized for in-service professional development within the nursing field. One day will commence prior to the start of the school year for students and the second during the school year on a District designated professional development day.

## **ARTICLE 16**

### **ISSUANCE OF PAYCHECKS**

1. Nurses' paychecks shall be direct deposited to the bank of the nurse's choice. Paychecks and paystubs will continue to be issued on the basis of 26 alternate Fridays. If a payday falls on the Friday of a vacation period and the Business Office is open, nurses can pick up their paystubs between 9:00 a.m. and 3:00 p.m. Nurses who do not pick up their paystubs will receive their paystubs in school the following Monday.

2. Nurses will have the option to withdraw their four (4) final checks in a lump sum, with necessary deductions, commencing with the first payroll in July, provided, however, that such requests must be submitted no later than June 1st.
3. Nurses shall continue to have their summer paystubs mailed with envelopes and stamps being provided at the expense of the Board.

#### **ARTICLE 17** **SUCCESSOR AGREEMENT**

1. Commencing on or about 120 days prior to the expiration date of this contract, the East Haven School Nurses Union, Local 1303-124 of Connecticut Council #4, AFSCME, AFL-CIO and the East Haven Board of Education agree to negotiate a Successor Agreement.
2. In the event a Successor Agreement is not reached prior to the termination of this Agreement, the Board and the Union will extend the duration of this Agreement until such time as a successor agreement is reached.

#### **ARTICLE 18** **DISCIPLINE**

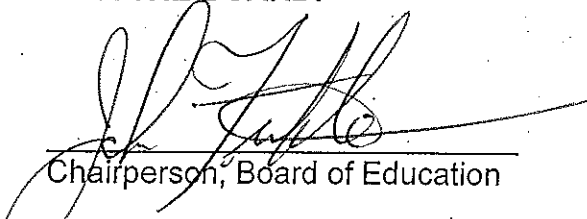
1. No employee shall be discharged or otherwise disciplined without just cause.
2. Disciplinary actions, except in case of serious misconduct, shall be in the following order:
  - A. Verbal warning;
  - B. Written warning including a meeting with the offending party, the Employer and the Union to discuss the incidents leading to disciplinary actions;
  - C. Suspension; and,
  - D. Discharge.

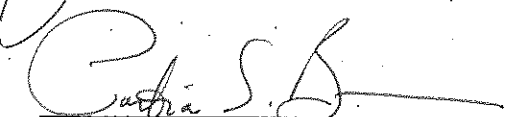
All suspensions and discharges shall be given in writing to the employee and shall state the reason for such action. A copy shall be forwarded to the President of the Union at the time of the suspension or discharge.

ARTICLE 19  
DURATION

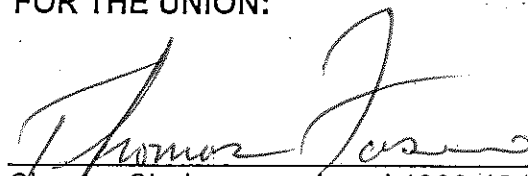
The provisions of this Agreement shall be in effect from 1 September 2014 to 30 June 2019. In witness whereof, the parties have hereunto caused their names to be signed this 23<sup>rd</sup> of April 2015.

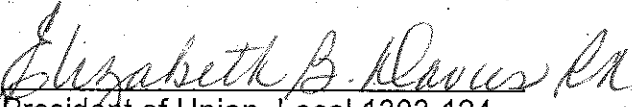
FOR THE BOARD:

  
Chairperson, Board of Education

  
Superintendent of Schools

FOR THE UNION:

  
Chapter Chairperson, Local 1303-124

  
President of Union, Local 1303-124



Employer/Group: EAST HAVEN: TOWN AND BOARD OF EDUCATION

Firm Division: 000462140 - EAST HAVEN BD OF ED

**CENTURY PREFERRED, \$25.00**

Century Preferred is a preferred provider organization (PPO) plan.

COST SHARE PROVISIONS	In Network Member Pays:	Out-of-Network Member Pays:
Office Visit Copayment	\$25.00	Deductible & Coinsurance
Specialist Visit Copayment	\$25.00	
Hospital Copayment(per admission)	\$250.00	
Urgent Care Copayment	\$50.00	
Outpatient Surgery Copayment	\$150.00	
Ambulatory Surgery Copayment	\$150.00	
Emergency Room Copayment (waived if admitted)	\$100.00	\$100.00
Annual Deductible (individual/2-member family/3+ member family)	Does not apply	\$200/\$400/\$500
Coinsurance	Does not apply	20 %
Coinsurance Maximum (individual/2-member family/3+ member family)	Does not apply	\$800/\$1,600/ \$2,000
Lifetime Maximum	Unlimited	Unlimited

#### PREVENTIVE CARE

Well child care*	No Copayment	Deductible & Coinsurance
Periodic, routine health examinations*	No Copayment	Deductible & Coinsurance
Routine eye exams	\$25.00	Deductible & Coinsurance
Routine OB/GYN visits	No Copayment	
Mammography*	No Copayment	
Hearing screening	\$25.00	

Office visits	\$25.00	Deductible & Coinsurance
Office visits - Specialist	\$25.00	
Outpatient mental health & substance abuse (prior authorization may be required)	Refer to Plan Document	
OB/GYN care	No Copayment	
Maternity care (initial visit subject to copayment, no charge thereafter)	\$25.00	
Diagnostic lab and x-ray	Refer to Plan Document	
High-cost outpatient diagnostic (prior authorization may be required) The following are subject to copay: MRI, MRA, CAT, CTA, PET, SPECT scans	No Copayment	
Allergy services - Office Visits	\$25.00	
Allergy services - Testing	\$25.00	
Allergy services - Injections (80 - Within 3 Years)	No Copayment	

**HOSPITAL CARE - Prior authorization may be required**

Semi-private room (General/Medical/Surgical/Maternity)	Refer to Hospital Copayment	Deductible & Coinsurance
Inpatient mental health and substance abuse	Refer to Plan Document	
Skilled nursing facility (up to 120 days per calendar year)	No Copayment	
Rehabilitative services (up to 60 days per calendar year)	No Charge	
Outpatient surgery (in a hospital)	\$150.00	
Ambulatory surgery (in other than a hospital setting)	\$150.00	

Walk-in centers	\$25.00	Deductible & Coinsurance
Urgent care <i>(at participating centers only)</i>	\$50.00	Deductible & Coinsurance
Emergency care <i>(copayment waived if admitted)</i>	\$100.00	\$100.00
Ambulance	No Copayment	No Copayment

**OTHER HEALTH CARE**

Physical, Occupational, Speech and Chiropractic Therapies <i>(50 - Per Member Per Calendar Year)</i>	No Copayment	Deductible & Coinsurance
Durable Medical Equipment and Prosthetics <i>(Unlimited maximum per calendar year)</i>	No Copayment	Deductible & Coinsurance
Infertility Services <i>(Prior authorization may be required - Some restrictions may apply)</i>	Refer to Plan Document	Deductible & Coinsurance
Home Health Care	OV Copayment	\$50.00 Deductible & 20% Coinsurance

**\* PREVENTIVE CARE SCHEDULES**Well Child Care: *(including immunizations)*

Adult Exams:

*Mammography: (additional exams when medically necessary)*

AGE 35-39, 1 BASELINE EXAM;  
AGE 40 AND OVER, 1 EVERY YEAR

*Vision Exams: ONCE EVERY 2 YEARS*

*Hearing Exams: 1 EXAM PER MEMBER PER CALENDAR YEAR*

*OB/GYN Exams: DOES NOT APPLY*

**Note To Benefit Descriptions:**

- In situations where the member is responsible for obtaining the necessary prior authorizations and fails to do so, benefits may be reduced or denied.
- Inpatient Hospital Per Admission Copay is waived if readmitted within 30 days for same diagnosis.
- Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- Members are responsible for the balance of charges billed by out-of-network providers after payment for covered services has been made by Anthem Blue Cross and Blue Shield according to the Comprehensive Schedule of Professional Services.

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services.

*This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Health Plan. Please refer to your Subscriber Agreement/Certificate of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.*

*This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.*

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut.

January 9, 2015



Employer/Group: EAST\$ HAVEN\$ \$ \$ TOWN\$ AND\$ BOARD\$ OF\$ EDUCATION.

Firm Division: 000462140 - EAST\$ HAVEN\$ BD\$ OF\$ ED

CENTURY PREFERRED 3-TIER MANAGED PRESCRIPTION DRUG PROGRAM

\$10 Copayment Generic Drugs

\$25 Copayment Listed Brand-Name Drugs

\$40 Non-Listed Brand-Name Drugs

\$3000 Annual Maximum

Description of Benefits		You Pay:
Tier 1 : Generic Drugs	The term generic refers to a prescription drug that is considered non-proprietary and is not protected by a trademark. It is required to meet the same bioequivalency test as the original brand-name drug. Tier 1 copayment applies.	\$10
Tier 2 : Listed Brand-Name Drugs	The term "listed brand-name" refers to a brand-name prescription drug identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 2 copayment applies.	\$25
Tier 3 : Non-Listed Brand-Name Drugs	The term non-listed brand-name refers to a brand-name prescription drug not identified on the formulary by Anthem Blue Cross and Blue Shield. Tier 3 copayment applies.	\$40
		Plan Pays:
Annual Maximum	Per member per calendar year	\$3000

### How to use the 3-Tier Managed Prescription Drug Program

The 3-Tier Managed Prescription Drug Program incorporates different levels of copayments for three types of prescription drugs: generic, listed brand-name and non-listed brand-name, as defined in the chart above. The formulary lists generics and brand-name drugs that have been selected for their quality, safety and cost-effectiveness. These listed drugs have lower member copayments than non-listed drugs (but may not have a lower overall cost in all instances.) You minimize your copayments when you use generic prescriptions and listed brand-name prescriptions. You will still have coverage for non-listed brand-name drugs, but at a higher cost share. Talk to your provider about using generic drugs or listed brand-name drugs included on the formulary. You'll have lower copayments when you use these drugs.

- You will be responsible for one copayment when purchasing a 30-day supply of prescription drugs from a participating retail pharmacy.
- You will be responsible for two copayments when purchasing a 31-day to 90 day supply of maintenance drugs through the mail order program.

**Generic Substitution:** Prescriptions may be filled with the generic equivalent when available.

- When you purchase a generic drug at a participating pharmacy, you will only be responsible for a Tier 1 copayment.
- When a generic equivalent is available and you obtain a listed or non-listed brand-name drug, you will be responsible for the applicable Tier copayment *plus* the difference in cost between the generic and listed or non-listed brand-name drug. This provision applies unless your provider obtains Prior Authorization. When Prior Authorization is obtained (at the discretion of Anthem Blue Cross and Blue Shield), you will be responsible only for the applicable Tier copayment.

### Connection (Concurrent Drug Utilization Review)

Connection works with the retail pharmacy's standard guidelines to provide a second level of quality and safety checks. The process, which is provided on-line as part of the electronic claims filing process, helps promote access to safe, appropriate, cost-effective medications for members. Connection involves a series of rules or guidelines, which identify potential medication therapy issues and deliver a message to the pharmacy by computer before the medication is dispensed. The process alerts the pharmacist of potential issues such as drug-to-drug interactions, refills requested too close together, incorrect dosing or drug duplications.



## Pharmacy Programs

### Voluntary Mail-service Program

Members have access to Anthem Rx, the voluntary mail-service drug program for members who regularly take one or more types of maintenance drugs. Members can order up to a 90-day supply of these medications and have them delivered directly to their home.

The \$10 generic/\$25 listed brand-name/\$40 non-listed brand-name copayment and \$3000 annual maximum apply. When ordering a 31-day to 90 day supply, two copayments will apply, as follows: \$20 generic/\$50 listed brand-name/\$80 non-listed brand.

### National Pharmacy Network

Members also have access to a network of more than 53,000 retail pharmacies throughout the country. Members may call 1-888-207-4214, or go to [www.anthemprescription.com](http://www.anthemprescription.com), to locate a participating pharmacy when traveling outside the state.

### Non-participating Pharmacies

Members who fill prescriptions at a non-participating pharmacy are responsible for payment at the time the prescription is filled. Members must submit claims to Anthem Blue Cross and Blue Shield for reimbursement, and payment will be sent to the member. Members who use non-participating pharmacies will pay of the in-network allowance, plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.

## Points to Remember

- Anthem Blue Cross and Blue Shield will provide coverage for prescription drugs dispensed by a participating pharmacy when prescription drugs are deemed medically necessary based on specific criteria and dispensed pursuant to a prescription issued by a participating physician or by a non-participating physician, subject to copayment.
- Anthem Blue Cross and Blue Shield will not be liable for any injury, claim or judgment resulting from the dispensing of any drug covered by this plan. Anthem Blue Cross and Blue Shield will not provide benefits for any drug prescribed or dispensed in a manner contrary to normal medical practice.
- Anthem Blue Cross and Blue Shield reserves the right to apply quantity limits to specified drugs as listed on the formulary. If a member requires a greater supply, the member's provider can follow the prior authorization process.

## Prescription Drug Eligibility

Eligible prescription drug benefits are limited to injectable insulin and those drugs, biologicals, and compounded prescriptions that are required to be dispensed only according to a written prescription, and included in the United States Pharmacopoeia, National Formulary, or Accepted Dental Remedies and New Drugs, and which, by law, are required to bear the legend: "Caution - Federal Law prohibits dispensing without a prescription" or which are specifically approved by the Plan.

### Limits and Exclusions

Benefits are limited to no more than a 30-day supply for covered drugs purchased at a retail pharmacy, and no more than a 90-day supply for covered drugs purchased by mail order. All prescriptions are subject to the quantity limitations imposed by state and federal statutes.

This drug rider does not provide drugs dispensed by other than a licensed, retail pharmacy or our mail-order service; any drug not required for the treatment or prevention of illness or injury; vaccines or allergenic extracts; devices and appliances; needles and syringes that are not prescribed by a provider for the administration of a covered drug; prescriptions dispensed in a hospital or skilled nursing facility; over-the-counter or non-legend drugs; antibacterial soaps/detergents, shampoos, toothpastes/gels and mouthwashes/rinse.

Benefits for prescription birth control are covered for most groups. However, such coverage is optional if your group is self-insured or a bona fide religious organization. Check with your benefits administrator.

It is only a general description of the \$10 generic/\$25 listed brand-name/\$40 non-listed brand-name 3-Tier Managed Prescription Drug Program with an \$3000 annual maximum. Please consult the Evidence of Coverage or prescription drug rider for a complete description of benefits and exclusions applicable to your coverage.

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