

**AGREEMENT**

**BETWEEN**

**UE LOCAL 222, CILU/CIPU #64  
(MILFORD ASSOCIATION OF EDUCATION SECRETARIES)**

**AND**

**MILFORD BOARD OF EDUCATION**

**July 1, 2015- June 30, 2019**

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## **AGREEMENT**

Agreement made and entered into in October 28, 2015 by and between The Milford Board of Education (hereinafter referred to as the "Board") and UE Local 222, CILU/CIPU CILU #64, Milford Association of Educational Secretaries, a/w United Electrical, Radio and Machine Workers of America (UE) (hereinafter referred to as the "Association" or "Union") wherein the parties agree as follows

### **ARTICLE I - RECOGNITION**

- 1.1 The Board recognizes UE Local 222, CILU/CIPU CILU #64, (Milford Association of Educational Secretaries), a/w United Electrical, Radio and Machine Workers of America (UE) as the exclusive bargaining representative for all employees in the unit consisting of all employees of the Board engaged in clerical or secretarial work in the public school system of the City of Milford for the purposes of, and with all the rights and privileges as provided by the Public Act No. 159 of the 1965 Connecticut General Assembly, in accordance with the Recognition Agreement executed between the Board and the Association April 5, 1966.

### **ARTICLE II - UNION SECURITY**

- 2.1 Each employee covered by this Agreement shall be required, as a condition of continued employment, to become and remain a member of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned or pay a service fee on the thirtieth (30<sup>th</sup>) day following the date of hire or the effective date of the Agreement, whichever is later. Said service fee shall be in the amount determined by the Union in accord with applicable law.
- 2.2 The Board 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.
- 2.3 Upon receipt of a voluntary written assignment from an employee the Board shall, pursuant to such assignment, deduct from the wages due said employee each month, the regular monthly dues or service fees, if any, as specifically provided for in said authorization. The Board further agrees to make provision to transmit the monthly dues collected to the authorized Union officer who is designated in writing to the Comptroller of the City of Milford or the appropriate fiscal officer, by the President and Treasurer of the Union, so long as the authorization is validly in effect and not revoked by an employee. Said dues remittance will be accompanied by a list of names and employees from whose wages dues or service fee deductions have been made.
- 2.4 The Board shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an approved unpaid leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon return of an employee to work from

any one of the foregoing enumerated absences, the Board will immediately resume the obligations of making said deductions. This provision, however, shall not relieve any employee of the obligation to make the required dues or fee and initiation payment pursuant to the Union Constitution in order to remain in good standing.

- 2.5 It is specifically agreed that the Board assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Board harmless from any claims, actions or proceedings by any employee arising from the deductions made by the Board hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 2.6 The Board shall not be obliged to make dues deductions of any kind for any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.
- 2.7 The deduction of any month shall be made during the second payroll week of said month and shall be remitted to UE Local 222, CILU/CIPU, #64 together with a list of the names of employees from whose wages such deductions have been made not later than the last day of said month.
- 2.8 A copy of this Agreement shall be posted on the District's website within thirty (30) days after the date of 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 UE Local 222, CILU/CIPU office, by the Board within thirty (30) days after the signing of this Agreement.

### **ARTICLE III – NON-DISCRIMINATION**

- 3.1 The Board and Union agree that there shall be no discrimination because of race, color, ethnicity, sex, age, marital status, sexual orientation, gender identity, religious or political belief, national origin, disability, genetic information, immigration status or membership or non-membership in the Union with respect to the workplace and application of any provision of this Agreement.

### **ARTICLE IV - PROBATIONARY EMPLOYEES**

- 4.1 Newly hired employees shall be considered probationary for a period of one hundred eighty (180) calendar days from the date of hiring, unless extended in writing by the mutual agreement of the parties. Such employee may be discharged or disciplined at the will of the Board during such probationary period and no action of the Board with respect to such employee shall be subject to recourse by either the employee or the Union, nor to grievance or arbitration procedures or other controls by the Union on behalf of the employee. After the completion of the probationary period as aforesaid, all employees shall acquire seniority as of date of hire. Current employees who transfer to another department or position do not serve the probationary period.

## ARTICLE V - WAGES

- 5.1 Wages shall be paid in accordance with Appendix A (retroactive to July 1, 2015) which is attached hereto and made a part hereof. Each employee not on the maximum step of the previous year shall advance one step on the schedule. Any employee who so designates shall have her paycheck deposited directly to the banking institution of her choice.
- 5.2 Any employee who voluntarily leaves employment (other than layoff) and returns to employment shall be paid at the last rate of pay if the employee returns within three (3) months and shall retain previous seniority date.
- 5.3 Employees who work more than five (5) consecutive working days in a higher classification to cover for an extended sick leave, workers' compensation or other approved leave of absence (except vacation), shall be paid in accordance with the wage schedule for the higher classification retroactive to the beginning of the assignment.
- 5.4 The following stipends shall be paid to secretarial personnel should they be assigned the responsibilities listed below:

District Transportation Coordinator	\$7,000.00
Special Education Transportation Coordinator	\$2,500.00

## ARTICLE VI – INSURANCE

- 6.1 Employees shall be eligible for coverage under the Blue Cross Blue Shield Century Preferred Plan. A summary of the benefits of said plan is attached as Appendix B. Effective July 1, 2016, the plan summarized in Appendix C shall be in effect in lieu of the plan summarizes in Appendix B. Effective July 1, 2015, employees will contribute eight percent (8%); effective July 1, 2016, employees shall contribute nine percent (9%); effective July 1, 2017, employees shall contribute ten percent (10%); and effective July 1, 2018 employees shall contribute eleven percent (11%) towards the cost of said insurance.
- A. Effective July 1, 2016, the prescription coverage co-pay shall be \$5 for generic, \$25 brand (preferred), \$40 brand (non-preferred); mail order - 3 month supply for 2 month co-pay. The Board shall provide, through the Plan Administrator, an appeal process for treating non-preferred drugs as preferred upon presentation of medical certification that the employee cannot tolerate the preferred drug and reimburse employees the difference.
- B. Beginning July 1, 2016, as an alternative to the coverage under the PPO plan described in Section 6.1 A above, the Board shall offer coverage under a high deductible health plan (HDHP) with a health savings account (HSA) with deductibles of \$2,000 (individual)/\$4,000 (two person and family) funded 50% by the Board. For the first year (2016-17) the deductibles will be funded fully in July; thereafter, it will be funded half in July, and half in January of each contract year. Except for prescription co-pays, the plan will pay 100% in network once

the deductibles are met. There shall be a 20% out of network coinsurance. The HDHP/HSA shall be the only plan offered to employees hired on or after July 1, 2016. Employees shall contribute towards the cost of the HDHP/HSA as follows:

7/1/16 – 8%  
7/1/17 – 9%  
7/1/18 – 10%

- C. In the event the total cost of a group health plan offered under this Agreement triggers an excise tax under Internal Revenue Code §49801 (“Cadillac” tax), or any other State or Federal Law, unless the Cadillac Tax has been found by a Connecticut Court or the State Board of Labor Relations not to be a mandatory subject of bargaining, there shall be a reopener beginning July 1, 2017.
- D. Blue Cross Full Service Dental Plan, Riders A, B, C, and D, which shall include the unmarried dependent child (19-26) rider.

## 6.2 **Retiree Medical Benefits**

- A. For employees hired prior to December 31, 2011, all insurance benefits including family member benefits will continue after retirement, when such employees retire at full pension benefits (i.e. normal retirement for superannuation). Such retired employees (not eligible for Medicare) will be eligible for the same health insurance plans offered to active members, and such employees hired after June 30, 2002 who retire at full pension benefits shall pay the same premium co-share as active employees. Employees hired on or before June 30, 2002 are grandfathered without premium co-pay.
- B. Employees hired on or after December 31, 2011 who retire at full pension benefits (i.e. normal retirement for superannuation) may purchase health insurance at the same group premium rates as active employees provided the insurance carrier permits them to do so. Such retirees, if permitted by the insurance carrier to purchase health insurance at the group rate, shall pay 100% of the cost of the premiums.
- C. For all employees who retire at full pension benefits, the Board will provide, at no cost to the employee, Medicare supplement insurance after age 65. (Employee only for new hires after August 31, 2015)

- 6.3 Life Insurance and Accidental Death and Dismemberment Benefits in the amount of two (2) times the base annual wages. Retain \$10,000 Life Insurance upon retirement - costs to be paid by the Board (as per agreement in Pension Agreement effective July 1, 1983). Employees hired after July 1, 2004, shall not be entitled to any life insurance coverage upon retirement.

- 6.4 Employees may elect to participate in the group disability plan. Employees shall pay the full cost of the premiums for said insurance.
- 6.5 The Milford Board of Education may provide insurance programs as described in this Article for bargaining unit members through alternate carriers or through self-insurance. Any change in insurance provided through alternate insurance carriers, through self-insurance or through a combination of such alternatives shall provide benefits taken as a whole that are substantially equivalent to the benefits available to secretaries under the group health insurance policies described in Appendix B, and in Appendix C effective July 1, 2016. Should the Board of Education desire to change insurance carriers, prior to any such change, the Association shall be notified and given an opportunity to review the proposed changes. Should the Association and the Board disagree that the alternative programs proposed will not provide substantially equivalent benefits taken as a whole to those provided by the programs described in this Agreement, arbitration as set forth under Article XIV of this Agreement may be implemented at the request of the Association. Such arbitration shall take place before an impartial arbitrator with expertise in insurance.
- 6.6 In accordance with the provisions of Section 10-235 of the General Statutes, the Board shall protect and save harmless any secretary from financial loss and expense, including legal fees and court costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property within or without the school building, or any other acts resulting in any injury, which acts are not wanton, reckless or malicious provided such secretary, at the time of the acts resulting in such injury, damage or destruction was acting in the discharge of her duties or within the scope of her employment or under the direction of the Board.
- 6.7 In accordance with the provisions of Section 10-236a (b), any secretary absent from employment as a result of injury sustained during an assault or for a court appearance in connection with such assault shall continue to receive her full base wages, while so absent, except that the amount of any workers' compensation award may be deducted from salary payments during such absence. The time of such absence shall not be charged against such secretary's sick leave, vacation time or personal leave days.
- 6.8 The Board shall implement and maintain a Section 125 pre-tax deduction plan in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the employees' share of health insurance premiums for those employees who complete and sign the appropriate wage deduction form. The Board shall incur no obligation to engage in any form of impact bargaining nor be liable in any way in the event that a change in law reduces or eliminates the tax exempt status of the employee insurance premium contributions.

## **ARTICLE VII - VACANCIES, PROMOTIONS, TRANSFERS**

- 7.1 **Selection:** Vacancies in positions shall be announced within a reasonable time after the existence of the vacancy to present members of the unit; and transfer shall be based on required qualifications and satisfactory past performance in previous positions as well as an interview with the prospective supervisor. Vacancies will be posted within ten (10) working days after the existence of the vacancy as determined by the Board or its designee. Human Resources shall notify the Union president(s) by email of the vacancy no later than the date the vacancy is posted. All vacancies will be filled within forty (40) working days from the close of the posting unless a qualified candidate is not selected by the Board, in which case the position will be reposted. Any bargaining unit member interested in a posted vacancy shall be interviewed.
- 7.2 **New Hire Placement:** All applicants, who are not present members of the Union, may be tested as to typing, word processing and basic clerical skills, and/or other test appropriate to the position for which the applicant is being considered.. Newly hired employees may be placed on the Collective Bargaining Agreement wage schedule not to exceed Step 2, based on previous experience of prior full time related office work.
- 7.3 **Promotion:** Shall be based on required qualifications and satisfactory past performance as well as an interview with prospective supervisor. Seniority shall not be a major factor in the granting of a promotion.
- 7.4 **Transfer, Promotion or Reclassification:** Present members of the unit may apply in writing to the Superintendent for transfers at the time of the announcement of vacancies. The Superintendent or her designee shall have the discretion to determine job re-classifications.
1. In granting transfers, promotions or reclassifications from one classification to another (i.e., from Class III to Class IV), the transferred, promoted or reclassified employee shall be placed on the same step in the new wage schedule.
  2. In the event of a position reclassification because of added responsibility or added work load, the employee in that position will remain on the same step in the new wage schedule as previously held under the old classification.
  3. The superintendent or her designee shall have the discretion to determine job reclassifications.

All reclassifications received by the Superintendent or her designee shall be copied to the Union in a timely manner.

Reclassification request must be received by the Superintendent or her designee between July 1 and September 15 of each contract year.

There shall be a meeting of the Union and the Superintendent or her designee no later than October 15 of each contract year to review and decide on all



submitted reclassification requests. Each employee will be notified in writing about the meeting's results.

Criterion for reclassification will include but not be limited to additional work responsibilities, substantial increases in workload, and/or education and training requirements.

Reclassification and related pay increase will take effect at the start of the next contract year.

## **ARTICLE VIII - HOURS OF WORK, VACATIONS, HOLIDAYS**

### **8.1 10-Month Elementary School Secretarial Personnel:**

1. The workday will be a 7-hour day plus 1/2 hour unpaid lunch while school is in session.
2. The work year will be twenty days in addition to the normal school year, ten at the end of the school year and 10 at the beginning of the school year, for a total of 201 days. These twenty extra days may be changed by mutual agreement between the secretary and the administrator. If the employee and the administrator fail to reach agreement regarding the employee's work schedule, the President of the Local, the Director of Personnel, along with the employee and the administrator shall meet together to arrive at a schedule. In the event the school year would be extended by more than the present required 181 days, the number of days worked by the 10 month personnel would be subject to renegotiation.
3. All 10 month school secretarial personnel will be granted the following paid holidays: January 1st, Martin Luther King Day, Good Friday, Memorial Day, Labor Day, Veterans' Day\*, Thanksgiving Day, the day following Thanksgiving, and Christmas Day. Holidays falling on a Saturday or Sunday shall be celebrated on an alternate day, usually designated in the annual school calendar.
4. **Early School Closing:** All personnel will adhere to the following schedule for holidays, storm days, etc.:  
  
Early release shall be defined as two (2) hours prior to the end of their regular work day.
5. **Delayed Opening:** Report to work as soon as possible, but not later than 45 minutes before the school is open for students.

### **8.2 10-Month Secretarial Personnel - Central Office**

1. There will be a 7-hour day plus a 1 hour unpaid lunch.
2. The work year will be 196 days.

3. All 10-month secretarial personnel in Central Office will be granted the following paid holidays: January 1st, Martin Luther King Day, Good Friday, Memorial Day, Labor Day, Veterans' Day\*, Thanksgiving Day, the day following Thanksgiving, and Christmas Day. Holidays falling on a Saturday or Sunday shall be celebrated on an alternate day, usually designated in the annual school calendar.
4. **Early School Closing** – All personnel will adhere to the following schedule for holidays, storm days, etc.:  
  
Early release shall be defined as two (2) hours prior to the end of their regular work day.
5. **Delayed Opening**: Report to work as soon as possible, but not later than 45 minutes after normal reporting time.

### 8.3 **10-Month High School Secretarial Personnel & 10-Month Middle School Secretarial Personnel**

1. The work day will be a 7-hour day as determined by the Superintendent or designee plus a 1/2 hour unpaid lunch.
2. The work year will be 196 days.
3. All 10-month middle and high school secretarial personnel will be granted the following paid holidays: January 1st, Martin Luther King Day, Good Friday, Memorial Day, Labor Day, Veterans' Day\*, Thanksgiving Day, the day following Thanksgiving, and Christmas Day. Holidays falling on a Saturday or Sunday shall be celebrated on an alternate day, usually designated in the annual school calendar.
4. **Early School Closing** – All personnel will adhere to the following schedule for holidays, storm days, etc.:  
  
Early release shall be defined as two (2) hours prior to the end of their regular work day.
5. **Delayed Opening** - Report to work as soon as possible but no later than 45 minutes before the school is open for students.

### 8.4 **11-Month Secretarial Personnel**

1. There will be a 7-hour workday plus a 1/2 hour unpaid lunch while school is in session.
2. The work year will be 211 days. The 11-month secretary shall work the regular school year plus a total of six additional weeks (30 working days). The 11-month secretary shall be on duty one week before classes begin and shall continue to work one week after the termination of classes. Additionally, the 11-month

secretary shall be on duty for an additional four weeks to be scheduled between the secretary and the administrator. There shall be a guarantee of three consecutive weeks off during the summer.

3. All 11 month secretarial personnel will be granted the following paid holidays: January 1st, Martin Luther King Day, Good Friday, Memorial Day, Labor Day, Veterans' Day\*, Thanksgiving Day, the day following Thanksgiving, and Christmas Day. Holidays falling on a Saturday or Sunday shall be celebrated on an alternate day, usually designated in the annual school calendar.
4. Such schedule (paragraph 2 above) shall be determined by May 15th and once agreed upon such schedule shall not be changed. If the employee and the administrator fail to reach agreement regarding the employee's work schedule, the President of the Local, the Director of Personnel, the administrator and the employee shall meet to arrive at a schedule.
5. **Early School Closing** – All personnel will adhere to the following schedule for holidays, storm days, etc.:  
  
Early release shall be defined as two (2) hours prior to the end of their regular work day.
6. **Delayed Opening** - Report to work as soon as possible but no later than 45 minutes before the school is open for students. For Central Office personnel, 45 minutes after normal reporting time.

#### 8.5 **12-Month Secretarial Personnel**

1. There will be a 7-hour work day plus a 1 hour unpaid lunch.  
  
The Superintendent reserves the right to construct a flexible work schedule for 12 month personnel as long as said work day does not exceed 7 hours, and the employee's hours of work will not change from more than one hour in the morning and one hour in the afternoon as currently stated in this Agreement.
2. The work year will be 260 days (261 in a leap year).
3. All 12-month secretarial personnel will be granted the following paid holidays: January 1st, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day\*, Thanksgiving Day, the day following Thanksgiving, day before Christmas Day, Christmas Day, and December 31st, and any other days the Board designates in the school calendar when school is not in session, including Rosh Hashanah and Yom Kippur. Holidays falling on a Saturday or Sunday (other than Rosh Hashanah and Yom Kippur) shall be celebrated on an alternative day to be designated.

4. **Vacation** – 12-month personnel will receive 15 vacation days with pay each July 1. Employees who are hired or transferred to a 12-month position any time after July 1 will receive a pro-rated amount of vacation days (per Appendix D) at the time of hire for the remaining months to be worked before the next July 1.

After completion of 10 years of continuous service, 12 month employees shall be entitled to 1 additional day of vacation for each year of service, with a maximum of 20 working days of vacation. Vacation days cannot be carried over to the following year.

5. **Early School Closing** – All personnel will adhere to the following schedule for holidays, storm days, etc.:

Early release shall be defined as two (2) hours prior to the end of their regular work day.

6. **All Day Closing** - If a 12-month employee does not report for work, he/she may use a personal or vacation day. In the event of the closure of public roads by either the Governor of the State of Connecticut or Mayor of Milford, the employee shall not suffer a loss of pay nor shall they be required to use a personal or vacation day in order to be compensated.

7. **Delayed Opening** - Report to work as soon as possible but no later than 45 minutes after normal reporting time.

8. **Work Day** – 12-month Personnel - the work day shall be a 7-hour day plus a 1 hour unpaid lunch while school is in session and for 15 days during the summer break. The 15 days shall be distributed as follows: all work days between the close of school and June 30 (inclusive); with the balance worked immediately prior to the beginning of school. When school is not in session (except for 15 days referred to above) working hours for all Office Personnel shall be a six hour day plus a 1 hour unpaid lunch. Notwithstanding the foregoing, Superintendent may designate one or more persons to work 7-hour days when school is not in session, in which event the employee shall receive an additional hours pay for each extra hour worked.

- 8.6 All employees will be paid at the rate of one and one half times (x1-1/2) all hours worked in excess of eight (8) hours per day or forty (40) hours per week. All overtime must be approved by the employee's administrator or supervisor.

- 8.7 **Administrator in the Building:** When the Administrator is out of the building, and there is no other Board employee in the building other than the Secretary, he/she shall: (a) appoint a designee in her absence and advise members of the Union as to whom the designee is; or (b) allow members of the Union to work at Central Office or another school where an administrator is present; or (c) notify members of the Union where the administrator can be reached, and provide telephone access. During circumstances where

an administrator is unavailable and a secretary, in good faith, believes an immediate decision is required, the secretary shall not be disciplined for the decision.

- 8.8 Employees upon their request, shall be provided with a day count statement covering the appropriate periods of August – October, November – January, and February – April.

\*NOTE: The Board may designate an alternative day off when school is in session on Veterans' Day.

### **ARTICLE IX – HOLIDAYS**

- 9.1 Employees required to work on a scheduled holiday shall be compensated at two times (2x) their hourly rate for all hours worked in addition to the paid holiday.

### **ARTICLE X - SICK LEAVE**

10.1 **Sick Leave:**

1. All employees shall be entitled to an allowance of full wages not to exceed 15 days for each year. Employees hired before July 1, 1995 may accumulate sick days up to a maximum of 188 days for absence due to personal illness; employees hired on or after July 1, 1995, shall be entitled to accumulate up to 115 sick days. Mid-year hires will receive a pro-rated amount of sick days as per Appendix D.

Employees whose sick days are capped would start the new contract year with 203 or 130 sick days depending on their hire date. At the end of the year, any sick days above the 188 or 115 caps would be permanently removed.

2. All accumulated sick leave shall cease to exist from the day of retirement or termination of contract pursuant to severance pay.
3. **Severance Pay:** Upon retirement each member shall be paid one-half (1/2) accumulated sick leave which is to be computed on the employee's daily rate of pay according to the current wage schedule. Full payment of accumulated sick leave is paid to survivor upon death of employee. Severance pay shall be paid to any employee laid off involuntarily. The amount of payment shall be equal to 1/2 of sick leave accumulated by the employee up to the date of lay-off.
4. In case of serious illness of a member of the immediate family, such absence shall be deducted from sick leave.

### **ARTICLE XI - OTHER LEAVES**

- 11.1 **Leaves of Absence:** Leaves of absence shall be granted at the discretion of the Superintendent, for compelling reasons without pay. Employees must request a leave of absence by completing a Request for Long-term Absence form.

- 11.2 Medical leaves of absence for the employee shall be in accordance with applicable State and Federal Statutes. Employees, at their option, shall apply any available sick or vacation days to said leave.
- 11.3 Extended leaves of absence may be requested in writing and granted at the Superintendent's discretion (poor health or convalescence beyond accumulated sick leave and/or very personal reasons).
- 11.4 **Jury Duty:** Any member of the unit who is called upon for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from any accrued paid leave benefit. The employee shall receive a rate of pay equal to the difference between her base wages and the jury fee. No compensation shall be provided for employees who volunteer for jury duty, or for 10 month personnel who postpone jury duty from the summer to the school year.

11.5 **Military Leave:**

Military leave shall be granted to a bargaining unit employee who is a member of the reserve corps of any branch of the armed forces of the United States, as defined by section 27-103 of the General Statutes to participate in required field training. The employee shall be paid the difference between her military pay and her regular pay. No employee shall lose any seniority standing because of any military service. No such employee shall be subjected by any person, directly or indirectly, by reason of such absence, to any loss of pay or loss or reduction of vacation or holiday privileges, or any accrued paid leave benefit, or be prejudiced by reason of such absence with reference to promotion or continuance in employment or to reemployment.

Employees in the reserve corps who are called up for active duty and employees who join an active component of the armed services shall be granted an unpaid leave of absence for the duration of their active military service. Upon return from such active military service, provided that the employee was not separated from service for reasons that would make him/her ineligible for reemployment under the Uniformed Services Employment and Reemployment Rights Act (USERRA), an employee shall be reinstated in his or her former job or its equivalent in terms of wages, classification, hours and other conditions of employment and shall receive credit for the increments awarded during his or her absence on military service provided he or she reports for duty within ninety (90) days of her discharge from military service. The employee's accumulation of sick leave, upon leaving, shall be retained to his or her credit when he/she returns. Any employee returning to the employ of the Milford Board of Education as herein provided shall be credited with the period of such service in said armed forces to the same extent as though it had been a part of the term of employment by such Board of Education.

- 11.6 **Pregnancy or Childbearing Leave:** Any employee who becomes pregnant will notify her supervisor/department head or designee at least one month prior to the expected date of delivery. The employee will complete a request for Long Term Absence form and attach a doctor's note verifying the expected date of delivery. If the employee becomes

unable to perform her duties, as determined by her physician, her leave of absence may begin earlier than originally indicated. Leave will be granted when her physician has provided documentation that she is no longer able to work. Except in the case of medical difficulties, normal pregnancy leave does not extend beyond six weeks from the date of delivery. The pregnancy leave will end when the employee's physician has cleared her as physically able to return to work. If there have been medical complications, the physician may extend the period of disability. Any time after six weeks, the Board of Education may obtain a second opinion as to the employee's physical ability to work. If the Board physician and the employee's physician disagree, the two physicians will agree on a third physician whose opinion shall be final and binding as to her fitness to work. Vacation and personal days may be applied at the employee's option if all accumulated sick time has been exhausted. The employee may request an additional unpaid time off for child rearing leave under FMLA (this includes prior period of disability). Upon her return, the employee shall return to her former position. Any leave taken pursuant to this Section shall be applied toward eligibility under the FMLA.

#### **11.7 Personal Days**

- a. All members of the unit shall be entitled to 4 personal days leave of absence with pay each contract year for personal, legal, business, household, or family matters which require absence during business hours. Unused personal days cannot be carried over to the following year. Mid-year hires will receive pro-rata personal days.
- b. Application for leave shall be made to the Superintendent or her designee at least 48 hours before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to indicate the reason for taking such leave, other than the applicant is taking it under this section, i.e. legal, personal or other.
- c. These days shall not be granted immediately prior to or immediately following holidays or vacations, or to extend the provisions of the sick leave article, unless requested in writing and approved by the Superintendent or her designee for good cause.

#### **11.8 Bereavement Leave**

In case of the death of a member of the immediate family, a period not to exceed four working days of bereavement leave shall be allowed with pay. Immediate family to include spouse, parents, mother-in-law, father-in-law, child, foster child, step-child, brother, sister, grandfather, grandmother or grandchild.

- a. In addition to the provision above, employees shall be excused with pay to attend the funeral of a close relative related by blood or marriage. This attendance shall be limited to one day's leave.

- b. If circumstances require additional time beyond that prescribed in the above, the decision will be at the discretion of the Superintendent.

## **ARTICLE XII - PENSION PLAN**

- 12.1 **Pension Plan:** All eligible personnel shall belong to the City of Milford and the Connecticut Independent Labor Union #64 (UE, Local 222, CILU/CIPU #64) Pension Plan

## **ARTICLE XIII - LAYOFF RECALL RIGHTS**

- 13.1 Layoffs within classifications shall take effect as follows:
  - a. Bargaining unit members performing less than twenty (20) hours of work per week;
  - b. Probationary employees;
  - c. Those employees working twenty (20) or more hours but less than full-time;
  - d. Except as provided in Section 15.2 hereof, the employee with the least seniority first.
- 13.2 An employee scheduled for layoff may, if he/she so desires, replace an employee with less seniority in an equal or lower job classification provided the bumping employee is qualified and has greater seniority than the employee whom he/she bumps.
- 13.3 Employees who have been laid off pursuant to the above shall be recalled in inverse order (i.e. most senior is recalled first), and no new employees shall be hired to perform bargaining unit secretarial or clerical work until all employees laid off have been given an opportunity to return to work. Employees on layoff will retain recall rights for eighteen (18) months or their length of service, whichever is less; and shall terminate sooner if the employee fails to report within two (2) weeks of being notified by certified mail.
- 13.4 In the event of an opening for a temporary or seasonal job, employees on layoff shall be offered and have the right of first refusal with respect to such job, provided they are qualified to fill it.
- 13.5 Officers and Stewards of the Union shall have super seniority, within each classification, in the event of a layoff.

## **ARTICLE XIV - GRIEVANCE PROCEDURE**

- 14.1 In order to insure fair and equitable treatment of all members of the bargaining unit, there is hereby established a formal procedure to permit discussion and resolution of grievances.



14.2 Definition of a grievance shall be as follows:

- a Discharge, suspension or other disciplinary action.
- b. Interpretation and application of the Articles and Sections of this Agreement.

14.3 **Procedure** **Step One:** A member having a grievance shall first discuss it with the immediate supervisor or Principal, either directly or through a Union Representative, with the objective of resolving the matter informally, within ten (10) days of the occurrence giving rise to the grievance. The immediate supervisor or Principal shall give his answer within five (5) days of such discussion. If the grievance is not satisfactorily resolved, it may then be processed to Step Two. Should a grievance involve multiple employees in multiples offices or building locations for the same issue, the Union and the Employer may agree to skip Step One and proceed directly to Step Two.

**Step Two:** An employee shall, within five (5) days after receipt of the answer of the immediate supervisor or Principal submit said grievance in writing to the Superintendent of Schools or her designee, setting forth the nature of the grievance and the relief requested. The Superintendent or her designee shall meet with the grievant and the Union Representative within five (5) days of receipt of the grievance. The Superintendent of Schools shall answer said grievance, in writing within ten (10) days from the date thereof, setting forth her decision.

**Step Three:** If the Superintendent of Schools' decision is unsatisfactory to the employee, the employee shall submit her grievance, in writing to the Board within ten (10) days of the receipt of the answer of the Superintendent of Schools. The Board shall schedule the grievance for a hearing before it, not later than fifteen (15) days from the date of receipt of the grievance. The employee shall have the opportunity to be heard at said meeting, and shall have the right to the representation of the Union. The Board shall render its decision on said grievance, in writing, within five (5) days from the date of said hearing.

**Step Four:** If the Board's decision is not satisfactory to the employee, the grievance may be submitted by the Union to the Connecticut State Board of Mediation and Arbitration within thirty (30) calendar days after the decision of the Board. The decision of the Arbitration Board shall be final and binding provided it is not contrary to the law. The authority of the Arbitration Board shall be limited to the application and interpretation of the Agreement. It shall have no authority to add to or subtract from the Agreement.

14.4 Any time limits specified within this Article may be extended by the written mutual agreement of the Union and the Board. The parties agree that the fees and expenses of

arbitration shall be borne equally between the Union and the Board. The parties further agree that all grievances may be processed in the name of the individual employee and/or the Union.

- 14.5 All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, and holidays. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed waived.

#### **ARTICLE XV - LONGEVITY PAY**

- 15.1 Longevity shall be paid annually according to the following schedule. All members of the Union who reach the years of service as stated in the longevity schedule at any time during the current contract year, up to the disbursement date of the longevity check, will receive that longevity payment which correlates to the years of service according to the Collective Bargaining Agreement longevity schedule.

	5 – 9 Years	10-14 Years	15-19 Years	20-24 Years	25+ Years
Classification 1 – 10 mo	\$364	\$970	\$1,091	\$1,213	\$1,334
Classification 1 – 11 mo	\$391	\$1,042	\$1,169	\$1,301	\$1,433
Classification 2 – 10 mo	\$397	\$1,058	\$1,191	\$1,323	\$1,455
Classification 2 – 12 mo	\$485	\$1,312	\$1,477	\$1,643	\$1,803
Classification 3 – 10 mo	\$419	\$1,119	\$1,257	\$1,400	\$1,538
Classification 3 – 11 mo	\$441	\$1,169	\$1,317	\$1,466	\$1,610
Classification 3 – 12 mo	\$507	\$1,351	\$1,521	\$1,692	\$1,858
Classification 4 – 12 mo	\$540	\$1,422	\$1,599	\$1,775	\$1,951
Classification 5	\$562	\$1,507	\$1,698	\$1,878	\$2,070

Classification 6 – 12 mo	\$584	\$1,566	\$1,764	\$1,951	\$2,150
Classification 7	\$628	\$1,684	\$1,898	\$2,099	\$2,313

- 15.2 Longevity Pay shall be issued in one separate check paid on the first pay period of June of the current contract in a lump sum check to the employee(s).

#### **ARTICLE XVI - RIGHTS OF EMPLOYER**

- 16.1 The Board maintains the exclusive right to direct the operations of each of the schools, its secretaries and clerical personnel, and nothing in this agreement shall be construed to limit or impair the right of the Board to exercise its own discretion on all of the following matters, whatever may be the effect upon employment, when in its sole discretion it may be determined if advisable to do any or all of the following: to (a) manage its business generally; (b) direct employees; (c) hire, lay off, promote, transfer, and assign employees, and to increase or decrease the work force; (d) suspend, demote, discharge, or take other disciplinary action for just cause; (e) to relieve employees from duty due to lack of work or other legitimate reasons; (f) to take any action necessary in order to maintain the efficiency of the school system; (g) to determine the methods, means and personnel by which services shall be rendered; (h) to take any actions necessary in situations of emergency, regardless of prior commitments, to carry out the responsibility of the Board to the citizens of Milford; (i) to decide the location, number and layoff of offices and other areas where clerical activity is carried on; (j) to determine the schedules of work; (k) to maintain order and efficiency in school offices and all places of work; (l) to determine the qualifications of employees; (m) to determine and re-determine job content and description; (n) to determine starting and quitting time; (o) to determine the number of hours to be worked; (p) to make such reasonable rules and regulations as it may from time to time to deem best for the purposes of maintaining order, safety, and/or effective operation of the school offices and clerical areas, and after advance notice thereof to the Union and the employees to require compliance therewith by employees.

The Board shall have all of the rights and prerogatives, including those exercised unilaterally in the past, subject only to express restrictions on such rights, if any, as are provided in this agreement.

- 16.2 The right to make reasonable rules and regulations shall be considered an acknowledged function of the Board. In making rules and regulations relating to personnel policy, procedures, practices, and matter of working conditions, the Board shall be bound by the obligations imposed by law.

#### **ARTICLE XVII - GENERAL PROVISIONS**

- 17.1 **Workers' Compensation:** Whenever a secretary is absent from school as a result of a personal injury compensable under the Workers Compensation law of Connecticut

and caused by an accident (other than an assault) arising out of and in the course of her employment, she may elect to charge all or part of such absence, up to twelve calendar months, during the period of temporary disability due to the accident to the sick leave days to her credit under the Board's rules and regulations pertaining to sick leave, in which event (a) she shall receive the sick leave pay to which she is entitled for the period so charged to her sick leave credits less the amount of any Workers Compensation award made for temporary disability due to said injury for any period for which such sick leave is paid, and (b) her accumulated sick leave as of the last day worked prior to the said period of absence shall be charged proportionately in the same ratio that the amount of her total daily sick leave benefit less her daily Workers Compensation benefit bears to her total daily sick leave benefit. (For example: a secretary entitled to \$120 per day as a sick leave benefit who makes the election and receives \$80 per day in Workers Compensation benefits will receive \$40 per day in sick leave benefits and will have her accumulated sick leave charged with one-third of a day for every full day of absence). In the absence of such election, such secretary shall not receive her sick leave payment during the period of her absence for temporary disability due to the accident and her sick leave credits shall not be reduced by reason of any Workers Compensation payments she may receive for temporary disability due to the injury. Acceptance of sick leave payments (other than those made in connection with injury due to an assault) for any period for which the secretary may be entitled to receive temporary disability payment under the Workers Compensation Law shall constitute an election to charge her absence for such period to the sick leave days to her credit.

17.2 **Issuance of Paychecks:** Paychecks shall be received on a bi-weekly basis for 26 pays. 10 month personnel wishing to receive summer pay in one lump sum must request this, in writing, to the Superintendent by the first day of June. Pay will be received on the first pay day in July.

17.3 **Personnel File**

- A. The employee shall, upon request, be given the opportunity to review the contents of her personnel and/or medical file. All medical information shall be maintained separately from the employee's personnel file.
- B. Each employee shall receive, upon request, a copy of all items contained in her personnel and/or medical file, once per year without charge.
- C. The employee shall have the right to reply to any document contained in the personnel file with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the personnel file.

17.4 In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

- 17.5 A representative of the Union shall have reasonable access to the places of work of the secretaries for the purpose of conferring with Union delegates or employees within the unit. Where the Union representative finds it necessary to enter a place of work for this purpose, he/she shall first telephone the Personnel Director, the Department Head and her designee, as the Board shall require. Such visits shall not interfere with the orderly and efficient operation of the school system.
- 17.6 **Bulletin Boards**: Where available, space on a bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Union for the posting of official Union notices or announcements. Such notices shall be identified by a signature of an officer or stamp of the Union.
- 17.7 In the event of any changes to an employee's employment status, or upon the hiring of any new employees, the secretary of the Union shall be notified by a representative of the Human Resources Department in writing within ten (10) working days of the effective date of a change if a change in classification or of the date of hire.

#### **ARTICLE XVIII - DISCIPLINE**

- 18.1 No employee shall be discharged, demoted or disciplined in any manner except for just cause.
- 18.2 All disciplinary actions shall be applied in a fair manner and will be constructive and progressive. Disciplinary action shall include (a) a verbal warning; (b) a written warning; (c) suspension with or without pay and (d) discharge. Whatever disciplinary action the Board deems appropriate, the parties recognize that the merits of a given situation play an important role in determining what action is appropriate and as such it is not the intent of the parties that all discipline will follow the order steps cited above. All disciplinary action will be recorded in the employee's personnel file and may be appealed through the grievance procedure.

Prior to any disciplinary related meeting the administrator will notify the employee of the right to have a union representative present.

- 18.3 All disciplinary actions must be stated in writing with the reason given. Copies thereof to be provided to both the employee and the Union at the time of the disciplinary action.

#### **ARTICLE XIX - UNION ACTIVITIES**

- 19.1 No employee shall engage in any Union activity which interferes with the performance of work during her working time or in working areas of the Board at any time except for the grievance procedure as herein provided.
- 19.2 Five (5) members of the Union negotiating committee shall be granted time off from work during normal working hours, without loss of pay, in order to attend all bargaining sessions between the Board and the Union for the purposes of negotiating the terms of

the Agreement, when such sessions take place at a time during which such members are scheduled to work.

- 19.3 The President(s) or her designee, and the grievant, shall be granted leave from work with full pay for all meetings between the Board of Education and the Union for the purpose of processing grievances when such meetings take place at a time during which such employees are scheduled to work. This also applies to attendance at arbitration hearings.
- 19.4 The President(s) or her designee, with permission of the Superintendent of Schools or her designee shall, without loss of pay, shall be permitted to visit Board of Education job sites and have access to bargaining unit members during working hours provided such visits do not materially interfere with the operations of the school or department. The President(s) or her designee will exercise this language only when necessary; otherwise such meetings will occur during non-work hours. The President(s) or designee will notify their supervisor of such visits and record them in their time sheets.
- 19.5 The President(s) and one other member of the Union, designated in writing by the Union, designated in writing by the Union, shall be granted leave from work with full pay for union business, labor conventions and educational conferences, provided the total leave for the bargaining unit for such purposes shall not exceed sixteen (16) hours in any fiscal year. Such leave shall be taken in four (4) hour increments.

#### **ARTICLE XX - RESERVATION OF RIGHTS**

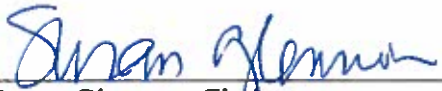
- 20.1 The signing of this Agreement shall not abrogate any of the parties respective rights and privileges to which they are or it is entitled pursuant to any ordinance, charter, Board ruling of known and accepted historical practices.

#### **ARTICLE XXI - DURATION**

- 21.1 The provisions of this Agreement shall be effective as of July 1, 2015 with the first year wage increase payable retroactive to July 1, 2015 and shall continue to remain in full force and effect to and including June 30, 2019.


IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 9th day of November, 2015.

Milford Board of Education

By:   
Susan Glennon, Chairperson

By:   
James Richetelli, Chief Operating Officer

UE Local 222, CILU/CIPU #64 (Milford Association of Educational Secretaries)

By:   


**APPENDIX A - Wage Schedule July 1, 2015 – June 30, 2019**

**2.0%    2.0%    2.25%    2.50%**

<b>Class 1</b>	<b>15/16</b>	<b>16/17</b>	<b>17/18</b>	<b>18/19</b>
<b>Step 1</b>	19.14	19.52	19.96	20.46
<b>2</b>	19.65	20.04	20.49	21.00
<b>3</b>	20.15	20.55	21.01	21.54
<b>4</b>	20.63	21.05	21.52	22.06
<b>5</b>	21.13	21.56	22.04	22.59
<b>6</b>	21.63	22.07	22.56	23.13
<b>7</b>	22.09	22.54	23.04	23.62

<b>Class 2</b>	<b>15/16</b>	<b>16/17</b>	<b>17/18</b>	<b>18/19</b>
<b>Step 1</b>	20.49	20.90	21.37	21.91
<b>2</b>	21.11	21.54	22.02	22.57
<b>3</b>	21.72	22.15	22.65	23.21
<b>4</b>	22.33	22.77	23.29	23.87
<b>5</b>	22.96	23.42	23.95	24.54
<b>6</b>	23.55	24.02	24.56	25.18
<b>7</b>	24.12	24.61	25.16	25.79

<b>Class 3</b>	<b>15/16</b>	<b>16/17</b>	<b>17/18</b>	<b>18/19</b>
<b>Step 1</b>	20.97	21.39	21.87	22.42
<b>2</b>	21.60	22.04	22.53	23.09
<b>3</b>	22.25	22.69	23.20	23.78
<b>4</b>	22.90	23.36	23.88	24.48
<b>5</b>	23.55	24.02	24.56	25.18
<b>6</b>	24.20	24.69	25.24	25.88
<b>7</b>	24.87	25.36	25.94	26.58



<b>Class 4</b>	15/16	16/17	17/18	18/19
Step 1	21.79	22.22	22.72	23.29
2	22.54	22.99	23.51	24.10
3	23.23	23.69	24.22	24.83
4	23.98	24.46	25.01	25.64
5	24.67	25.17	25.73	26.38
6	25.42	25.93	26.51	27.17
7	26.08	26.60	27.20	27.88

<b>Class 5</b>	15/16	16/17	17/18	18/19
Step 1	22.89	23.35	23.87	24.47
2	23.91	24.39	24.94	25.56
3	24.38	24.87	25.43	26.06
4	25.17	25.68	26.25	26.91
5	25.91	26.43	27.02	27.70
6	26.69	27.23	27.84	28.54
7	27.40	27.95	28.57	29.29

<b>Class 6</b>	15/16	16/17	17/18	18/19
Step 1	23.98	24.46	25.01	25.64
2	24.77	25.26	25.83	26.48
3	25.55	26.06	26.65	27.31
4	26.37	26.89	27.50	28.19
5	27.16	27.71	28.33	29.04
6	27.96	28.52	29.16	29.89
7	28.70	29.28	29.94	30.68

<b>Class 7</b>	15/16	16/17	17/18	18/19
Step 1	24.29	24.77	25.33	25.96
2	25.07	25.57	26.15	26.80
3	25.87	26.38	26.98	27.65
4	26.69	27.23	27.84	28.54
5	27.49	28.04	28.67	29.39
6	28.28	28.85	29.50	30.24
7	29.03	29.61	30.28	31.03

10-month employee -  $196 \text{ work days} + 9 \text{ holidays} \times 7 \text{ hours} = 1435 \text{ hours per contract year.}$

10-month elementary school employee -  $201 \text{ work days} + 9 \text{ holidays} \times 7 \text{ hours} = 1470 \text{ hours per contract year}$

11-month employee -  $211 \text{ work days} + 9 \text{ holidays} \times 7 \text{ hours} = 1540 \text{ hours per contract year}$

12-month employee -  $226 \text{ work days, holidays, vacation days} \times 7 \text{ hours PLUS } 34 \text{ work days at } 6 \text{ hours} = 1786 \text{ hours per contract year.}$

12-month employee -  $227 \text{ work days, holidays, vacation days} \times 7 \text{ hours PLUS } 34 \text{ work days at } 6 \text{ hours} = 1793 \text{ hours per contract year in a leap year.}$

## **Wage Classification Grid**

### **Classification 1**

#### **Classification 2**

Office Support Secretary Alternative Education Secretary  
Middle School 10 month Secretary

Office Support Secretary – Maintenance  
Payroll Clerk

#### **Classification 3**

High School Secretary to Assistant Principals  
Elementary School Secretary  
Middle School 12 month Secretary  
Bookkeeper  
Guidance Secretary  
Human Resource Secretary  
Adult Education Secretary

Assessment Secretary  
Special Education Secretary to Supervisor  
Food Service Secretary

Data Processor

#### **Classification 4**

High School Secretary to the Principal  
Secretary in the Chief Operations Officer's Office  
PPS Director's Secretary  
Payroll Processor  
Accounts Payable Processor  
Secretary to Maintenance Director  
Purchasing Agent  
Secretary to Food Services Officer  
Instructional Secretary

#### **Classification 5**

Accounts Payable Supervisor  
Student Activity/Grants Coordinator  
Superintendent's Office Secretary

#### **Classification 6**

Secretary to Chief Operating Officer  
Secretary to the Assistant Superintendent of Teaching and Learning  
Payroll Supervisor

#### **Classification 7 Benefits Supervisor**

# **APPENDIX B** **MILFORD BOARD OF EDUCATION** **INSURANCE BENEFIT SUMMARY**

**SECRETARIES**

Milford  
Benefit Comparison-Group#001016-135  
Century Preferred


Cost sharing	In Network \$10 Office Visit Copay Unlimited Office Visit Maximum Out of Network Subject to deductible and coinsurance Deductible - \$250/\$500/\$500 Coinsurance 80% to \$2,500/\$5,000/\$5,000 Cost Share Max: \$750/\$1,500/\$1,500 Lifetime Max In-Network: Unlimited Lifetime Max Out of Network \$1,000,000
Pediatric	Covered according to age-based schedule Newborn to 3 months - 1 a month 6 months - 12 months - 1 every 2 months 13 months - 2 years - Every 3 months 23 months - 3 yrs - 1 every 6 months 4 years - 18 years - 1 a year No Copay on all above exams Out of Network 80% after annual deductible
Adult	Covered according to age-based schedule 18 through 29 years - Every 1 year 30 through 49 years - Every 2 years 50 and over - 1 a year No Copay on all above exams Out of Network 80% Coverage after Deductible
Vision	In Network: Covered once a year \$10 Copay (includes refraction) Out of Network: 80% after annual deductible
Gynecological	In Network Covered once every year - No Copay Out of Network 80% after annual deductible
Medical Office Visit	Primary Care - In Network \$10 Copay Out of Network 80% after annual deductible Specialist In Network \$10 Copay Out of Network 80% after annual deductible
Outpatient PT/OT/ST Chiro	In Network: \$10 Copay Covered up to 50 combined treatment per member per calendar year Excess coverage covered Out of Network Out of network - 80% after deductible
Allergy Services	\$10 Copay for office visits and testing No copay for injections Out of Network 80% after deductible 80 visits in a 1 year period for injections
Diagnostic Lab & X-ray	In Network: Covered Out of Network 80% after deductible
Inpatient Medical Services	In Network: Covered Out of Network 80% after deductible
Surgery Fees	In Network: Covered Out of Network 80% after deductible
Office Surgery	In Network: Covered Out Of Network 80% after deductible
Outpatient Hospital	In Network \$10 Copay Out of network - 80% after deductible

Milford  
Benefit Comparison-Group#001016-135  
Century Preferred

Emergency Room	In or Out of Network: \$15 Copay Waived If Admitted
Urgent Care In participating facilities	In Network: \$25 Copay Out of Network - No Coverage
Ambulance	In Network Unlimited Land and Air Emergency Situations
General Medical Surgical/Obstetrical (Semi-Private) Ancillary Services (Medications/Supplies) Psychiatric	In Network: \$0 per admission Out of Network: 80% after deductible
Substance Abuse Detox	In Network: \$0 per admission Out of Network: 80% after deductible
Rehabilitative	In network: Covered up to 60 days per calendar year Out of Network: 80% after deductible
Skilled Nursing Facility	Covered 120 days annually Out of network: 80% after deductible
Hospice	Covered up to last 6 months of life. No per admission copay
Outpatient Surgery Facility Charges	In Network: Covered Out of Network: 80% after deductible
Diagnostic Lab & X-ray	In Network: Covered Out of Network: 80% after deductible
Pre Admission Testing	In Network: Covered Out of Network: 80% after deductible
Durable Medical Equipment	In Network: Covered Out of Network: 80% after deductible Limited to Specific Items
Prosthetics	In Network: Covered Out of Network: 80% after deductible
Home Health Care	In Network: Covered up to 200 visits per calendar year Out of Network: 80% after deductible
Prescription Drugs	\$5 generic/\$10 brand/\$20 non-listed brand \$1000 Maximum 7x's mail order

# APPENDIX C SUMMARY OF HEALTH INSURANCE BENEFITS

Milford Board of Education: Secretaries Century Preferred PPO \$25  
 FD: 001016-135  
 Summary of Benefits and Coverage: What this Plan Covers & What it Costs  
 Coverage Period: 07/01/2015 – 06/30/2016  
 Coverage for: Individual/Family | Plan Type: PPO

 This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at <a href="http://www.anthem.com">www.anthem.com</a> or by calling 800-233-4947.		
Important Questions	Answers	Why this Matters:
What is the overall deductible?	For in-network providers <b>Deductible is not applicable in-network</b> For out-of-network providers \$500 individual \$1,000 2-person \$1,000 family	You must pay all the costs up to the deductible amount before this plan begins to pay for covered out-of-network services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	For in-network providers: \$6,600 individual \$13,200 family For out-of-network providers: \$1,000 individual \$1,750 2-person \$1,750 family	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of out-of-network covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.

Questions: Call 800-233-4947 or visit us at [www.anthem.com](http://www.anthem.com)  
 If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.anthem.com](http://www.anthem.com) or call 800-233-4947 to request a copy.

# Milford Board of Education: Secretaries Century Preferred PPO \$25

FD: 001016-135

Summary of Benefits and Coverage: What this Plan Covers & What it Costs      Coverage Period: 07/01/2015 – 06/30/2016      Coverage for: Individual/Family | Plan Type: PPO

Does this plan use a network of providers?	Yes. For a list of <u>preferred providers</u> , see <a href="http://www.anthem.com">www.anthem.com</a> or call 800-233-4947.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a specialist?	No.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 6. See your policy or plan document for additional information about <u>excluded services</u> .



- Copayments are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- Coinsurance is *your* share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan's allowed amount for an overnight hospital stay is \$1,000, your coinsurance payment of 30% would be \$300. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the allowed amount is \$1,000, you may have to pay the \$500 difference. (This is called balance billing.)
- This plan may encourage you to use in-network providers by charging you lower deductibles, copayments and coinsurance amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 copay	20% coinsurance, after deductible	none
	Specialist visit	\$35 copay	20% coinsurance, after deductible	none

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# Milford Board of Education: Secretaries Century Preferred PPO \$25

FD: 001016-135

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

Summary of Benefits and Coverage: What this Plan Covers & What it Costs Coverage for: Individual/Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions
If you have a test	Other practitioner office visit	\$35 copay	20% coinsurance, after deductible	Coverage limited to 50 visit maximum for Chiropractic care combined with physical, occupational, and speech therapy, per member per calendar year. Excess coverage beyond 50 visits subject to out of network deductible and coinsurance.
	Preventive care/ screening/immunization	No Charge	20% coinsurance, after deductible	none
	Diagnostic test (x-ray, blood work)	No Charge	20% coinsurance, after deductible	\$25 Copay in hospital setting.
	Imaging (CT/PET scans, MRIs)	\$75 Copay	20% coinsurance, after deductible	\$375 Copay maximum per member per calendar year. Prior authorization is required.
If you need drugs to treat your illness or condition  More information about <u>prescription drug coverage</u> is available at <a href="http://www.anthem.com">www.anthem.com</a> .	Generic drugs	\$5 copay/retail and \$7.50 copay/mail order	20% coinsurance, after deductible	Retail: 30 day maximum supply Mail order: 90 day maximum supply
	Preferred brand drugs	\$25 copay/retail and \$37.50 copay/mail order		
	Non-preferred brand drugs	\$40 copay/retail and \$60 copay/mail order		
	Specialty drugs	\$40 copay/retail and \$60 copay/mail order		

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FD: 001016-135

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Summary of Benefits and Coverage: What this Plan Covers & What it Costs      Coverage for: Individual/Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions
If you have outpatient surgery	Facility fee – General Hospital	\$100 Copay	20% coinsurance, after deductible	none
	Physician/surgeon fees	No Charge	20% coinsurance, after deductible	none
If you need immediate medical attention	Emergency room services	\$150 copay	\$150 copay/visit	Copay waived if admitted
	Emergency medical transportation	No Charge	No Charge	none
	Urgent care	\$50 copay	Not Covered	none
If you have a hospital stay	Facility fee (e.g., hospital room)	\$300 Copay per admission	20% coinsurance, after deductible	Inpatient hospitalizations require authorizations
	Physician/surgeon fee	No Charge	20% coinsurance, after deductible	none
	Mental/Behavioral health outpatient services	\$25 Copay	20% coinsurance, after deductible	Prior authorization required.
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health inpatient services	\$300 Copay per admission	20% coinsurance, after deductible	Prior authorization is required.
	Substance Abuse outpatient services	\$25 Copay	20% coinsurance, after deductible	Prior authorization required.
	Substance Abuse inpatient services	\$300 Copay per admission	20% coinsurance, after deductible	Prior authorization is required.
	Prenatal and postnatal care	\$35 Copay	20% coinsurance, after deductible	Initial visit only is subject to in network \$35 copay. No charge thereafter.
If you are pregnant	Delivery and all inpatient services	\$300 Copay per admission	20% coinsurance, after deductible	Prior authorization is required.
If you need help recovering or have other special health	Home health care	No Charge	\$50 deductible applies and 20% coinsurance	Home Health care services is limited to 200 visits per member per calendar year.

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FD: 001016-135

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

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual/Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions
If your child needs dental or eye care	Rehabilitation services	\$35 copay	20% coinsurance, after deductible	Prior authorization required after the first visit for Physical Therapy and Occupational Therapy. Coverage limited to 50 visit limit for physical, occupational, and speech therapy combined with Chiropractic care. Excess coverage beyond 50 visits subject to out of network deductible and coinsurance.
	Habilitation services	\$35 Copay	20% coinsurance, after deductible	All rehabilitation and habilitation visits count toward your rehabilitation visit limit.
	Skilled nursing care	\$300 Copay per admission	20% coinsurance, after deductible	Prior authorization is required. Skilled nursing facility services limited to 120 days per member per calendar year.
	Durable medical equipment	No charge	20% coinsurance, after deductible	For a complete list of exclusions and limitations, please reference your Certificate of Coverage.
	Hospice service	No Charge	20% coinsurance, after deductible	Prior authorization is required.
	Eye exam (routine or medical)	No Charge	20% coinsurance, after deductible	1 exam every calendar year.
If your child needs dental or eye care	Glasses	Not Covered	Not Covered	none
	Dental check-up	Not Covered	Not Covered	none

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

Summary of Benefits and Coverage: What this Plan Covers & What it Costs      Coverage for: Individual/Family | Plan Type: PPO

## Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)
<ul style="list-style-type: none"><li>• Cosmetic surgery</li><li>• Dental care (Adult)</li><li>• Weight loss programs</li><li>• Long-term care</li><li>• Routine foot care</li><li>• Acupuncture</li></ul>

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)
<ul style="list-style-type: none"><li>• Chiropractic care (limits apply)</li><li>• Hearing aids- (restrictions apply)</li><li>• Non-emergency care when traveling outside the U.S.</li><li>• Coverage provided outside the United States. See <a href="http://www.BCBS.com/bluecardworldwide">www.BCBS.com/bluecardworldwide</a></li><li>• Private-duty nursing- (restrictions apply)</li><li>• Routine eye care</li></ul>

## Your Rights to Continue Coverage:

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

For more information on your rights to continue coverage, contact the plan at 1-888-401-3539. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cms.gov](http://www.cms.gov).

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# Milford Board of Education: Secretaries Century Preferred PPO \$25

FD: 001016-135

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

Summary of Benefits and Coverage: What this Plan Covers & What it Costs      Coverage for: Individual/Family | Plan Type: PPO

## Your Grievance and Appeals Rights:

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

Anthem Blue Cross & Blue Shield Appeals  
108 Leigus Road, Wallingford CT 06492

Department of Labor's Employee Benefits Security Administration  
1-866-444-EBSA (3272)  
[www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

Connecticut Insurance Department  
153 Market Street, 7th Floor, Hartford, CT 06103

Additionally, a consumer assistance program can help you file your appeal. Contact  
Connecticut Office of the Healthcare Advocate  
P.O. Box 1543  
Hartford, CT 06144  
(866) 466-4446  
[www.ct.gov/oha](http://www.ct.gov/oha)  
[healthcare.advocate@ct.gov](mailto:healthcare.advocate@ct.gov)

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# Milford Board of Education: Secretaries Century Preferred PPO \$25

FD: 001016-135

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

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual/Family | Plan Type: PPO

## Does this Coverage Provide Minimum Essential Coverage?

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

## Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

## Language Access Services:

Si no es miembro todavía y necesita ayuda en idioma español, le solicitamos que se ponga en contacto con su agente de ventas o con el administrador de su grupo. Si ya está inscrito, le rogamos que llame al número de servicio de atención al cliente que aparece en su tarjeta de identificación.

如果您是非會員並需要中文協助，請聯絡您的銷售代表或小組管理員。如果您已參保，則請使用您 ID 卡上的號碼聯絡客戶服務人員。

Kung hindi ka pa miyembro at kailangan ng tulong sa wikang Tagalog, mangyaring makipag-ugnayan sa wikang Tagalog, mangyaring makipag-ugnayan sa customer gamit ang numero sa iyang ID card.

Doo bee a tah ni'ligoo ei dooda i, shikaa adoolwool iintzingo t'aa diné k'epigo, t'aa shoodi ba na'alnihi ya sidahi bichi' naabiditkaid. Ii doo biigha daago ni ba'ni'go ho'aalagin bichi' hodulni. Ii'idaa iini'taago eiya, t'aa shoodi diné ya atah balne'igi ni beesh bee hane'i woka bi'ki si'niiligi bi'keho bichi' hodulni.

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

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# Milford Board of Education: Secretaries Century Preferred PPO \$25

FD: 001016-135

Coverage Examples

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

Coverage for: Individual/Family | Plan Type: PPO

## About these Coverage Examples:

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



**This is not a cost estimator.**

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

See the next page for important information about these examples.

### Having a baby

(In-network Provider- 2 day normal delivery)

- Amount owed to providers: \$15,540
- Plan pays \$15,010
- Patient pays \$300

#### Sample care costs:

Hospital charges (mother)	\$10,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$15,540</b>

#### Patient pays:

Deductibles	\$0
Copays	\$300
Coinsurance	\$0
Limits or exclusions	\$0
<b>Total</b>	<b>\$300</b>

### Managing type 2 diabetes

(In-network Provider -maintenance of a well-controlled condition)

- Amount owed to providers: \$1,600
- Plan pays \$1,510
- Patient pays \$175

#### Sample care costs:

Prescriptions	\$500
Medical Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
<b>Total</b>	<b>\$1,600</b>

#### Patient pays:

Deductibles	\$0
Copays	\$175
Coinsurance	\$0
Limits or exclusions	\$0
<b>Total</b>	<b>\$175</b>

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# Milford Board of Education: Secretaries Century Preferred PPO \$25

FD: 001016-135

Coverage Examples

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

Coverage for: Individual/Family | Plan Type: PPO

## Questions and answers about the Coverage Examples:

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

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

### What does a Coverage Example show?

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

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

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

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

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

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

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

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

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

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**APPENDIX D**  
**PRO-RATED TIME OFF SCHEDULE**

**10-month Secretary – Pro-rated Sick and Personal Days**

Month Employment Begins	Sick Days (1.5 per month)	Personal days (.4 per month)
August/September	15	4
October	13.5	3.6
November	12	3.2
December	10.5	2.8
January	9	2.4
February	7.5	2
March	6	1.6
April	4.5	1.2
May	3	.8
June	1.5	.4

**11-Month Secretary – Pro-rated Sick and Personal Days**

Month Employment Begins	Sick Days	Personal Days
August	15	4
September	13.6	3.6
October	12.2	3.24
November	10.8	2.88
December	9.4	2.52
January	8	2.16
February	6.6	1.8
March	5.2	1.44
April	4	1.08
May	2.8	.72
June	1.4	.36

**12-Month Secretary – Pro-rated Vacation, Sick and Personal Days**

Month Employment Begins	Sick Days (1.25 per month)	Vacation Days (1.25 per month)	Personal Days (.33 per month)
July	15	15	4
August	13.75	13.75	3.66
September	12.5	12.5	3.33
October	11.25	11.25	3
November	10	10	2.66
December	8.75	8.75	2.33
January	7.5	7.5	2
February	6.25	6.25	1.66
March	5	5	1.33
April	3.75	3.75	1
May	2.5	2.5	.66
June	1.25	1.25	.33



## **APPENDIX E**

### **Weingarten Rights**

#### **UNION REPRESENTATION AND THE DISCIPLINARY INTERVIEW**

An employee who is called to an interview with his or her employer which may lead to some disciplinary action is entitled to union representation. An employee must request to have a union representative present during investigatory interviews which the employee reasonably believes will result in disciplinary action.

If management wants to question or "interview" you,

First:

- Ask what is involved. Ask if this might lead to you being disciplined.

If so:

- Tell management that you want a union representative present. (The employer is not required to postpone the interview because a particular representative is unavailable).
- Refuse to answer any questions until a union representative is present.
- Refuse to allow any tape or any other electronic recording of the interview.

If management insists on proceeding with the interview without regard for your rights, make clear that you are proceeding under protest. Take careful notes. Answer questions briefly, but honestly.

If you make the mistake of starting the interview and become disturbed by the direction the interview is taking, stop the interview, request that a union representative be present before continuing with the interview.