

AGREEMENT BETWEEN
THE WATERFORD BOARD OF
EDUCATION

AND

UNITED PUBLIC SERVICE EMPLOYEES
UNION, WATERFORD BOE SECRETARIES,
CLERKS & ASSISTANTS, UNIT #10

JULY 1, 2015 THROUGH JUNE 30, 2018

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INTRODUCTION

This Agreement is made and entered into by and between the Waterford Board of Education (hereinafter called "Board") and the United Public Service Employees Union (hereinafter called the "Union") on behalf of the Waterford Board of Education Secretaries, Clerks and Assistants, Unit #10, hereinafter referred to as the "bargaining unit."

PREAMBLE

WHEREAS, the Board and the Union recognize the importance of sustaining a high level of morale, maintaining harmonious relationships between the Board and Bargaining Unit members, encouraging the Bargaining Unit members to provide full service to the Board of Education and the Town of Waterford to improve the quality of said service and assure necessary, usual and beneficial communications between the Board and the employees in the Bargaining Unit.

NOW, THEREFORE, in consideration of these promises and other good consideration, the Board and the Union enter into this Agreement.

RECOGNITION

The Board recognizes the Union under the provisions of Chapter 113 of the General Statutes of Connecticut, as amended, as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours and other conditions of employment for all members of the Bargaining Unit. Bargaining Unit members are defined as Secretaries, Clerks, and Assistants who work twenty (20) or more hours per week, excluding the Administrative Assistant to the Superintendent, the Executive Secretary to the Assistant Superintendent, Executive Secretary to the Director of Human Resources, Executive Secretary to the Director of Finance and Operations, supervisors within the meaning of the Municipal Employee Relations Act, and all other employees employed by the Waterford Board of Education.

ARTICLE I **RIGHTS OF THE BOARD OF EDUCATION**

Except where it is specifically abridged by any provision of this Agreement, the Waterford Board of Education has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to manage and direct the operation of the Waterford Public School System.

ARTICLE II

NO STRIKE

All employees included in this Agreement, pursuant to Connecticut General Statutes section 7-745, shall not hinder the Board's operation by strike or any other job action.

ARTICLE III

UNION SECURITY, DUES DEDUCTION

Section 1

All employees within the bargaining unit shall become and remain members of UPSEU or pay a service fee, established by the Union and set in accordance with law, as a condition of continuing employment. Upon receipt of individual written authorization from Union members, the Board agrees to deduct Union dues monthly (as set forth below in Section 2), for each full month worked, from earned wages and remit promptly to UPSEU, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779. Such dues and/or service fee deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees to indemnify and to hold the Board harmless against any and all claims for damages, demands, suits or other forms of liability that shall, or may, arise out of or by reason of carrying out the provisions of this Article concerning the deduction from salary of such dues and fees, as hereinbefore mentioned.

Section 2

These deductions will be made on the payday of each month specified by the Board from September to June. Such deductions will be annualized, with the effect that the full annual dues are deducted during the ten month period specified herein.

ARTICLE IV

HOURS OF WORK

Section 1

All Bargaining Unit members shall work normal schedules but no normal schedule shall consist of days longer than eight (8) hours and weeks longer than forty (40) hours. The schedule of the total number of days to be worked per year shall be as set forth in Article XV. Changes in the work schedule, including revising the hours of work for employees or staggering their work schedules may be made by the Board, will be made only after notice to the affected employee. In the event it becomes necessary to change the regular work schedule in any school or Board operated building affecting employees within the Bargaining Unit, the Union shall be notified of the change and given opportunity to discuss the proposed change with the Board or its designee at least five (5) days prior to implementation. With permission of the supervisor, employees may adjust their work schedules during the summer hours period as determined by the supervisor, by varying the start and dismissal times by up to 1/2 hour.

Section 2

Included in the workday shall be one-half hour duty free lunch period for which no compensation is received.

Section 3

The work schedule while school is in session shall be assigned in blocks of five (5) consecutive workdays. The work year for employees is set forth in Article XV. The Board reserves the right to assign additional working days to any bargaining unit employee, based on the operational needs of the district.

Section 4

Unscheduled Delayed School Openings: All bargaining unit employees are expected to report to work on time unless the Superintendent or designee directs employees not to report to work (via Global Connect or other electronic or telephonic means).

Unscheduled Early Dismissals: Except in cases of student or operational needs as determined in the discretion of the administration, school building based employees shall be dismissed early by their respective building principals after the students in the employee's respective building have been dismissed and confirmation has been received that students have been safely transported home. When an employee is dismissed early pursuant to this paragraph, he/she shall be paid for his/her regularly scheduled hours. Central Office employees may be dismissed by the Superintendent or designee.

Unscheduled School Closings: All 12 month employees are to report to work as soon as safely possible, unless the Superintendent or designee directs employees not to report to work. All ten month employees are not expected to report to work.

Scheduled Shortened Days: All bargaining unit employees will work their regularly scheduled hours. Bargaining unit members, with prior permission of the immediate supervisor, shall be able to use personal time to leave work after the students have been released, regardless of whether the early dismissal day precedes a school holiday or school vacation.

Use of Personal or Vacation Time for Safety Reasons: In the event that an employee does not believe that it is safe to report to work on a day when the schools are delayed or closed due to inclement weather, or reports to work at a time other than the proper reporting time, a personal day or vacation day, or a portion thereof, can be used during the period of the employee's absence.

When bargaining unit members are dismissed early by their respective building supervisors, they shall be paid for a full days work.

ARTICLE V **OVERTIME**

Section 1

Time and one-half of the regular hourly rate shall be paid for each hour worked in excess of forty (40) hours worked in any one (1) payroll workweek. The Superintendent or his/her designee shall determine when overtime shall be worked. All overtime must be specifically approved in advance by the Superintendent or his/her designee.

Section 2

For each hour worked in excess of forty (40) hours worked in the same payroll workweek, time and one-half the regular hourly rate shall be paid on Saturday and double the regular hourly rate shall be paid on Sunday. The Superintendent or his/her designee shall determine when such weekend hours shall be worked. All such time must be specifically approved in advance by the Superintendent or his/her designee.

Section 3

Employees called back to work at a time not contiguous to the regular work day shall be paid each time they are called for a minimum of two (2) hours from the time of reporting for work at the appropriate salary rate.

ARTICLE VI **GRIEVANCE PROCEDURE**

Section 1 – Purpose

The purpose of the grievance procedure shall be to resolve, at the lowest possible administrative level, issues which may arise from time to time with respect to the provisions of this Agreement.

Section 2 – Prerequisite

The grievance procedure shall not be applicable until and unless the employee and/or the Union has first submitted a written statement regarding the grievance to his/her immediate supervisor in a good faith attempt to resolve the problem within ten (10) working days of the occurrence of the incident, or when the employee should have been aware of the incident in question. A working day shall mean any day that the Superintendent's Office is open.

Section 3 – General

- a. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

- b. Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort made to expedite the process. The time limits specified may, however, be extended by mutual written agreement. If a grievance is not submitted by the grievant to the next higher step in the procedure delineated in this article, it will be deemed settled on the basis of the answer in the step last considered.
- c. Any employee may participate in the grievance procedure without jeopardizing his/her standing in the school community.
- d. Parties in interest may be represented by UPSEU, a local UPSEU unit representative or any representative authorized by UPSEU.
- e. All documents, communications and records germane to the processing of a grievance shall be filed separately from the permanent file of any party in interest.
- f. Only the Union or the Board can process grievances to arbitration.
- g. Any grievance settlement entered into by the Board and the Union that alters any term or provision of the collective bargaining agreement, or grants an exception thereto for a specific employee, must be specifically authorized in writing by an agreement signed by both the Board and a paid UPSEU unit representative.

Section 4 – Definitions

- a. A “grievance” is a claim that a specific provision of this Agreement has been misapplied or misinterpreted.
- b. A grievance may be filed by the individual employee. In the event that a similar grievance is being filed by more than one member of the Bargaining Unit, the President may file a single grievance on behalf of the affected employees. The Union may file a general grievance when an action of the Board affects the Bargaining Unit rather than individual employees of the unit.
- c. The term “days” or “working days” means any day that the Superintendent’s Office is open.
- d. A grievance shall be in writing, signed by the employee or the Union, and must set forth a specific section(s) of the Agreement alleged to have been misinterpreted or misapplied, a short statement of the facts and the relief requested.

Section 5 – Procedures

Level One – Superintendent of Schools

- a. If, after informal discussion as outlined in Section 2, “Prerequisite”, the aggrieved employee is not satisfied with the disposition of his/her grievance, or in the event that no decision has been rendered within ten (10) working days after presentation

of the grievance, he/she may file a written grievance with the Superintendent of Schools.

- b. The Superintendent of Schools or his/her designee shall represent the administration at this level of the grievance procedure. Within ten (10) working days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee shall meet with the aggrieved person in an effort to resolve it. The aggrieved person may be accompanied by representatives of the bargaining unit and/or a Union representative.

Level Two – Board of Education

In the event that such aggrieved member of the unit is not satisfied with the disposition of his/her grievance at Level One, or in the event no decision has been rendered within ten (10) working days after he/she has first met with the Superintendent, the grievant as defined above in section 4(b) may file a written grievance indicating such dissatisfaction with the Board fifteen (15) working days after he/she has first met with the Superintendent. Within fifteen (15) working days after receiving the written grievance, either the Board or, at the Board's option, a committee of the Board, shall meet with the aggrieved member of the unit for the purpose of resolving the grievance. The aggrieved person may be accompanied by representatives of the bargaining unit and/or the Union.

Level Three – Impartial Arbitration

If the grievance is not solved under the above grievance procedure, the party in interest may, within thirty (30) calendar days after the written statement by the Board of Education, submit the matter to the State Board of Mediation and Arbitration for binding arbitration. Any charges by the arbitration board shall be shared fifty percent (50%) by the Board and fifty percent (50%) by the Union. The arbitrator shall hear and decide only one (1) grievance in each case. The arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement. Such arbitration shall be binding upon both parties.

Section 6

Two members of the Executive Board and the grievant shall be granted leave from duty with full pay for all meetings between the Board and the Union for the purpose of processing grievances through arbitration when such meetings take place at a time during which such members are scheduled to be on duty.

ARTICLE VII

HOLIDAYS

Section 1

Bargaining Unit members who are considered twelve month employees shall receive thirteen (13) paid holidays:

Labor Day	Columbus Day	Thanksgiving Day
Day After Thanksgiving	Day Before Christmas	Christmas Day
Day After Christmas	New Year's Day	Martin Luther King Day
Presidents' Day	Good Friday	Memorial Day
July Fourth		

Section 2

Bargaining Unit members who are considered ten month employees shall receive nine (9) paid holidays as follows:

Labor Day	Columbus Day	Thanksgiving Day
Day Before Christmas	New Year's Day	Martin Luther King Day
Presidents' Day	Good Friday	Memorial Day

Section 3

Any employee working on any scheduled holiday shall receive regular daily rate of pay in addition to holiday pay.

Section 4

The provisions of Conn. Gen. Stat. § 1-4 shall apply when a holiday falls on a Saturday or Sunday.

ARTICLE VIII

VACATIONS

Section 1

All twelve-month employees will be granted working days off for vacation according to the following schedule, the schedule for which is subject to the approval of the Board:

Date of hire through the 1 st July 1 after hire	.83 days/month
Each July 1 after hire through the fifth contract year	10 days
Each July 1 thereafter through the fifteenth contract year	18 days
Each July 1 thereafter following the fifteenth contract year	20 days

While vacation days shall be credited to employees' accounts on July 1st of each contract year, vacation days shall be considered to be earned pro-rata on a month to month basis over the scheduled work year. In the event that an employee separates from employment during a contract year, the employee agrees to reimburse the Board for any vacation days or portion thereof which have been taken but have not been earned in accordance with this provision, and agrees to authorize the Board to withhold from salary such amounts as are necessary to reimburse the Board of Education for the use of such unearned vacation days.

Up to five (5) vacation days may be carried over into the subsequent fiscal year and taken by the end of the subsequent fiscal year. At no time will an employee maintain a balance of more than five (5) days in addition to the earned vacation as depicted in the vacation schedule.

Section 2

Requests for vacation time shall be made in writing to the immediate supervisor, with a copy to the Business Office, at least twenty (20) workdays in advance for vacation period of five (5) workdays or more. Vacation requests for less than five (5) workdays may be granted with the prior approval of the employee's immediate supervisor. The Board shall consider the district's operational needs when considering the approval of specific requests for vacation leave. Where two or more employees request the same vacation period, and the district's operational needs are such that either vacation leave request could be approved, seniority shall prevail in the approval of vacation leave requests.

The Board shall respond to vacation requests within ten (10) workdays of said request.

Section 3

The vacation period shall be between July 1 and June 30 in each year of the agreement.

Section 4

When a paid holiday occurs during a regular vacation, such holiday shall not be charged to the employee's earned vacation time.

Section 5

The minimum vacation period which may be taken at any time is one-half day, except in cases of use of a vacation day in inclement weather closure situations.

Section 6

Each vacation day's pay is equal to the employee's regular straight-time rate of pay times their regular number of hours worked daily.

Section 7

Any ten month employee moving to a twelve-month position shall be given credit towards vacation time for the total number of years of service in this Bargaining Unit. Ten-month employees are not eligible for paid vacation leave.

Section 8

Vacation leave shall not accrue during unpaid leaves of absences.

ARTICLE IX **SICK LEAVE**

Section 1

All employees in the Bargaining Unit are eligible for sick leave as listed below once they have completed their probationary period.

Bargaining Unit members shall receive up to fifteen (15) sick days per year, credited on July 1st of each contract year. Such employees may utilize such days, and any accumulated days, with pay, for use for personal illness or injury or for quarantine in accordance with health regulations.

All bargaining unit employees may accumulate up to one hundred and eighty (180) sick days.

Section 2

To have an absence count as a day of sick leave, an employee must notify his/her building principal or designee of his/her illness before his/her scheduled starting time unless sufficiently limiting circumstances exist and appropriate notification was given as soon as practicable.

Section 3

Sick leave shall not accumulate during any unpaid leave.

Section 4

All members of the Bargaining Unit, hired on or before June 30, 2012, upon retirement in accordance with the provisions of Municipal Employee Retirement Fund B, and after ten (10) years of service, as a Waterford Board of Education employee, shall receive payment of up to forty (40) days of unused sick leave. In case of death, payment of unused sick leave shall be made to the employee's estate. Payment of unused sick leave shall be made on the first pay date of the fiscal year following retirement.

Section 5

Bargaining Unit members are required to utilize the substitute placement and absence management system to report absences. The Employer shall provide training on the use of the system. The Employer shall specify which employees will require substitutes.

Section 6

Purpose – To provide members with additional paid sick leave when such members have exhausted sick leave due to their personal catastrophic illness or injury or combination thereof, and have provided competent and timely medical certification of said catastrophic illness or injury or combination thereof. Catastrophic illness shall be construed as severe physical or mental illness requiring prolonged hospitalization or recovery.

- a. Enrollment in the sick leave bank:
 1. Membership in the sick leave bank is voluntary on the part of an employee once said employee has completed two (2) years of service in Waterford.
 2. Members who are eligible to participate shall notify the Human Resources department by May 31 of the school year preceding their enrollment.
 3. Members who choose to participate in the bank shall be automatically re-enrolled.
 4. Annual enrollment requires the donation of one (1) day of sick leave to the bank.
 5. Members withdrawing sick leave days from the sick leave bank will not have to replace these days except as a regular contributing member of the bank.
 6. If a member chooses to opt out of the sick leave bank, he/she must notify Human Resources by May 31 of the school year preceding their withdrawal from the sick leave bank.
 7. A member who withdraws from membership in the sick leave bank will forfeit the contributed days.
- b. Process for requesting the sick leave bank assistance – A member fitting the criteria set forth above may request through the Union that the sick leave bank board activate the sick leave bank. In the event that the member is incapable of making the request due to the member's catastrophic illness, the Union may request activation of the sick leave bank on the member's behalf.

Upon receipt of a request from the Union to activate the sick leave bank, the sick leave bank four (4) member board, as described below, shall use the

following criteria to determine the eligibility of a member to receive donations and to determine the number of days to be allocated from the bank:

1. The four (4) member sick leave bank board may require that the documentation of said illness or injury be reviewed by a sick leave bank board-designated physician in order to access the sick leave bank. When this review results in a significant question of the diagnosis, then the sick leave bank board may require the employee to submit to a further medical examination. When such further medical assessment and/or evaluation is required by a majority vote of the sick leave bank board, the Board of Education shall be responsible for such costs.
2. A member must have exhausted all accumulated sick leave.
3. A member seeking access to the sick leave bank shall not be entitled to any other Board sponsored paid leave, remuneration from Board sponsored disability payments, workers' compensation, and/or other such Board sponsored benefits.
4. A member receiving an allocation of days from the bank must continue to pay for his/her portion of the health insurance premium.

c. Administration of the sick leave bank:

- i. The Board of Education will cooperate in the maintenance of a sick leave bank on a voluntary basis, as described in this paragraph.
- ii. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member to the bank.
- iii. The sick leave bank shall be administered by a four (4) member board, two (2) members chosen by the Board of Education, and two (2) members chosen by the Union. Each request for aid, as certified by a doctor's certificate, for the sick leave bank shall be decided by the sick leave bank board on the merits of the individual request. Action of the sick leave bank board shall be by the majority vote. The sick leave bank four (4) member board may reserve days in the bank, and prorate the allocation of such days in the event that more requests are approved than days available in the bank.
- iv. Not more than ten thousand five hundred dollars (\$10,500) shall be expended from this fund during any one (1) year. No more than three thousand five hundred dollars (\$3,500) shall be expended upon any one (1) employee during any one (1) year.

- v. Those employees not contributing to the sick leave bank shall not participate in it.

ARTICLE X

PERSONAL LEAVE

Section 1

All employees in the Bargaining Unit are eligible for personal leave as listed below once they have completed their probationary period.

For all Bargaining Unit members, the following provisions shall apply:

- A. Up to six (6) days (noncumulative) each year of personal absence with pay may be granted:

Personal days may be used only to attend to important and necessary personal business which cannot be transacted other than during working hours. Personal leave is such leave, which is typically unavoidable and non-reoccurring for:

- Legal reasons;
- Religious reasons;
- Family reasons (e.g. birth, death, marriage, illness, or graduation, attendance at a child's school related function or event); OR
- Personal.

Family is defined as spouse, parents, grandparents, children (natural, foster, or adopted), grandchildren, siblings, in-laws, nieces, nephews, aunts, uncles, and permanent residents of the employee's household.

Personal is defined as such matters that are private and sensitive.

Personal leave may be approved only when it is not reasonable for the required activity to have been scheduled outside of working hours. Personal leave may be taken in one-half hour increments.

Personal leave shall be pro-rated for partial years of service.

- B. Leave under this paragraph shall not be used to extend holidays or vacation periods, unless approved by the Superintendent. The type of reasons for personal absences shall be disclosed on the Request for Personal Leave form. Use of personal leave shall require twenty-four (24) hour notice and prior approval of the immediate supervisor. Twenty-four hours notice is not required in emergency situations.

- C. The Superintendent may extend additional personal leave, with or without pay, or waive the documentation requirements in this article, if in his or her judgment, there are extenuating circumstances which justify such action.

ARTICLE XI **OTHER LEAVE**

Section 1 – Maternity Leave

Maternity disability leave for the purpose of bearing children shall be granted in accordance with applicable federal and state law.

Section 2 – Jury Duty

Any employee called to jury duty shall be paid the difference between the employee's regular base rate of pay and the fee received for serving as a juror. An employee called to jury duty shall furnish the Board with a notice to serve and evidence of attendance.

Section 3

Where applicable, all leaves granted under this contract shall count towards any leave taken pursuant to the Family and Medical Leave Act.

ARTICLE XII **SENIORITY**

Section 1

Seniority is hereby defined as the employee's total length of continuous service in the bargaining unit position, twenty (20) or more hours per week of work. Seniority shall be considered broken and the employee shall forfeit all rights and benefits under this Agreement for such reasons as resignation or separation, discharge, layoff of more than one (1) year, overstaying a leave of absence and/or taking a leave of absence for the purpose of working at another occupation.

Section 2

Upon written request, the Board will annually furnish the Union with a seniority list showing the length of service of employees in the Bargaining Unit.

Section 3

No employee shall attain seniority under this Agreement until he/she has been continuously in a particular Bargaining Unit position with the Board for a period of ninety (90) workdays. During such period, he/she shall be on probation and may be terminated by the Board in its sole discretion for any reason whatsoever, and neither the employee nor

the Union, on his/her behalf, shall have recourse to the grievance procedure provisions of this Agreement.

Section 4

No employee who has completed his/her probationary period will be suspended or discharged without just cause.

ARTICLE XIII **REDUCTION IN FORCE**

Section 1

In the event the Board chooses to lay off employees or reduce the work schedule, those actions shall be based upon the position in question, qualifications of the employee, ability of the employee and the needs of the Waterford School System. All factors being equal, seniority shall prevail.

Section 2

- a. Employees on layoff shall retain recall rights for a period of eighteen (18) months from the date of layoff or a period equal to their length of service, whichever is shorter.
- b. Laid off employees shall be rehired based upon the position in question, qualifications of the employee, ability of the employee, the needs of the Waterford School System and seniority.
- c. Seniority will be one factor of determination in the recall process.
- d. Bargaining Unit members on a recall list shall be notified of all opportunities of part-time, seasonal, temporary, or work in lower classification work assignments. However, refusal to accept such employment will not cause such an employee to forfeit his/her recall rights.

Section 3

Seniority shall be one factor considered in connection with vacation choices, and earned time off, transfers and promotion under this Agreement.

ARTICLE XIV **WORKING CONDITIONS**

Section 1

Every employee shall have the right to see and review his/her personnel file by appointment with the Superintendent or his/her designee.

Section 2

The Board shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.

Section 3

The Board shall allow the Union to post notices concerning Union business and activities in the schools on specially designated existing bulletin boards.

Section 4

In the event a position becomes open during the summer, notice of the opening shall be posted electronically on the District Intranet and publicized to employees not working during the summer via the Global Connect or similar district alert system.

Section 5

When a vacancy in the Bargaining Unit exists (after any transfers have been completed) or a new position is created, the administration will post a vacancy internally for a period of five (5) working days. External postings shall be made only after the internal posting period is completed. The job posting should include job title, salary group, minimum qualifications, and hours of work. The best qualified applicant, as determined by the Board, based on such factors as the skill, ability, knowledge, demeanor, experience and seniority of the employee shall be appointed to the job. All factors being equal, Bargaining Unit members will be given preference over non-Bargaining Unit members.

Section 6

The four members of the Union Negotiations Committee shall be granted leave from duty with full pay for all meetings between the Board and the Union for the purpose of negotiating the terms of the Agreement when such meetings take place at a time during which such members are scheduled to be on duty.

Section 7

Bargaining unit members are required to give a minimum of two (2) weeks' notice of resignation from employment.

ARTICLE XV
WAGES & WORK SCHEDULE

Section 1

Salary groups shall be as follows:

183 DAYS PER YEAR (Ten-Month employees)

192 DAY PER YEAR (Ten-Month employees)

261 DAYS PER YEAR (Twelve-Month employees)

POSITION	LOCATION	GROUP	WORK YEAR	WORK HOURS
Library Assistant	QH	II	183	6.5
Library Assistant	GN	II	183	6.5
Library Assistant	CL	II	183	6.5
Library Assistant	OSW	II	183	6.5
Library Assistant	WHS	II	183	7
Food Service Assistant	CO	II	192	6
Secretary - Assistant Principal (2)	WHS	III	192	8
Secretary - Assistant Principal	CL	III	192	8
Secretary - Guidance	WHS	III	192	8
Secretary - Guidance	CL	III	261	8
Secretary - Guidance	WHS	III	261	8
Secretary - Main Office	CL	III	192	8
Admin Secretary - Special Services	CO	III	192	6
Admin Secretary - Elementary	QH	IV	192	8
Admin Secretary - Elementary	GN	IV	192	8
Admin Secretary - Elementary	OSW	IV	192	8
Admin Secretary - Special Services	CO	IV	261	8
Executive Secretary to Director of Special Service	CO	V	261	8
Executive Secretary to HS Principal	WHS	V	261	8
Executive Secretary to MS Principal	CL	V	261	8

Section 2

Employees hired on or before June 30, 2013 shall be paid wages by electronic deposit to a qualified financial institution of their choice and shall have the option of receiving his or her annual wages in twenty-six (26) equal installments or actual number of hours worked or contractual leave paid for each biweekly pay period, upon appropriate and timely notice to the business office. If an employee fails to make a timely notice to the business office of his/her preferred number of paychecks, the method utilized the prior year shall be in effect. For employees hired on or after July 1, 2013, weekly wages shall be computed by using the actual number of hours worked or, where applicable, the number of hours of

contractually paid leave. Payment shall be made on the regular pay day after said hours of work have been completed.

Section 3

Vacation, holiday, sick or personal leave time shall be paid based on the regular daily number of hours worked.

Section 4

The Superintendent shall place all personnel in groups and steps. The Superintendent can place newly hired employees on other than the first step of the wage group for which an employee has been hired. Credit on the step schedule will be given an employee based upon work experience and job knowledge.

Employees who have worked at least ninety (90) work days in their first year of continuous employment with the Board will be credited with one (1) year of service for purposes of step placement on the wage schedule. The Superintendent of Schools may withhold individual step raises for performance and disciplinary reasons. Upon the recommendation of the immediate supervisor, the Superintendent of Schools may promote an employee to a higher pay group or pay step. Such employee may be returned to the prior group or step at any time during a three month probationary period without recourse to the grievance procedure. Step movement is only available to employees for years in which step movement has been specifically negotiated.

Section 5

All members of the various classifications listed in the pay schedule below shall be paid at a rate in accordance with the amount of service they have in that particular classification, except that any member advanced or promoted to a higher classification shall be placed on the same step as his/her prior classification.

If the employer requires an employee to work in a higher classification (unit or non-unit), for more than ten (10) continuous work days and the employee performs a considerable number of the functions of the job, then said employee shall be paid as follows:

For unit work, the employee will be paid at the hourly rate of the higher classification at the employee's then current step after the tenth (10th) continuous workday in the position.

For non-unit work, the employee will be paid up to \$.40 per hour in addition to the employee's usual rate after the tenth (10th) continuous workday in the position to a maximum of the hourly rate of the employee being replaced.

Section 6

All wages (including longevity) shall be paid by electronic direct deposit to a qualified financial institution of the employee's choice.

Section 7

If any employee requests that his/her position be reclassified, he/she shall notify the Union President in writing. The requests will be presented to the union membership for a vote, at their next regularly scheduled meeting, prior to being forwarded to the Superintendent of Schools. Requests for reclassification shall be made by the first week of January. The Superintendent of Schools shall respond within thirty (30) days to the request. The employee shall not have access to the grievance procedure for reclassification requests.

Section 8

Bargaining Unit members who are hired for summer employment beyond their regularly scheduled hours shall be paid for such work at their current rate of pay for work performed prior June 30 and the new rate of pay for work performed on or after July 1. For the purpose of this section, summer employment shall not be considered as hours worked for the determination of fringe benefits.

Section 9

Upon written request, each employee shall be notified individually, in writing, regarding personal salary group, step level, hourly rate of pay, working hours and general work assignment.

Section 10

2015-2016 wage schedule includes a general wage increase and/or step movement for eligible employees totaling 2.95%.

2016-2017 wage schedule includes a general wage increase and/or step movement for eligible employees totaling 2.95%.

2017-2018 wage schedule includes a general wage increase and/or step movement for eligible employees totaling 2.95%.

The schedule of employee wage payments shall be in accordance with law, and this collective bargaining agreement.

2015-2016									
Group I		Group II		Group III		Group IV		Group V	
Step	Wage	Step	Wage	Step	Wage	Step	Wage	Step	Wage
2	14.36	2	15.63	2	16.61	2	17.63	2	18.48
3	15.43	3	16.61	3	17.73	3	18.70	3	19.55
4	16.50	4	17.68	4	18.48	4	19.77	4	20.62
5	17.57	5	18.76	5	19.55	5	20.83	5	21.69
6	18.65	6	19.82	6	20.62	6	21.91	6	22.76
7	19.73	7	20.82	7	21.85	7	22.98	7	23.83
8	20.80	8	21.85	8	22.82	8	24.06	8	24.86
9	21.87	9	22.88	9	23.80	9	25.14	9	25.79

2016-2017									
Group I		Group II		Group III		Group IV		Group V	
Step	Wage	Step	Wage	Step	Wage	Step	Wage	Step	Wage
3	14.78	3	16.09	3	17.10	3	18.15	3	19.03
4	15.89	4	17.10	4	18.25	4	19.25	4	20.13
5	16.99	5	18.20	5	19.03	5	20.35	5	21.23
6	18.09	6	19.31	6	20.13	6	21.44	6	22.33
7	19.20	7	20.40	7	21.23	7	22.56	7	23.43
8	20.31	8	21.43	8	22.49	8	23.66	8	24.53
9	21.41	9	22.49	9	23.49	9	24.77	9	25.59
10	22.52	10	23.55	10	24.50	10	25.88	10	26.55

2017-2018									
Group I		Group II		Group III		Group IV		Group V	
Step	Wage	Step	Wage	Step	Wage	Step	Wage	Step	Wage
4	15.22	4	16.56	4	17.60	4	18.69	4	19.59
5	16.36	5	17.60	5	18.79	5	19.82	5	20.72
6	17.49	6	18.74	6	19.59	6	20.95	6	21.86
7	18.62	7	19.88	7	20.72	7	22.07	7	22.99
8	19.77	8	21.00	8	21.86	8	23.23	8	24.12
9	20.91	9	22.06	9	23.15	9	24.36	9	25.25
10	22.04	10	23.15	10	24.18	10	25.50	10	26.34
11	23.18	11	24.24	11	25.22	11	26.64	11	27.33

ARTICLE XVI INSURANCE

Section 1 (Insurance for Employees Who Have Completed Five Years of Service)

Payment for the following shall be made by the Board of Education for all members of the Bargaining Unit considered twelve-month employees, and for those ten month employees who have been members of the Bargaining Unit for at least five (5) consecutive years, on the terms and conditions described herein:

- A. The Preferred Provider Organization Plan (the "PPO Plan") in the 2014-2015 contract year shall continue to be offered for the 2015-2016 contract year. Employees electing coverage under the PPO Plan for the 2015-2016 contract year shall pay sixteen percent (16 %) of the premiums. This plan shall cease to be offered effective June 30,

2016 and/or as soon as practicable after the execution of this Agreement. The PPO Plan for 2015-2016 is described in summary form in Appendix A.

- B. Effective as soon as practicable after the execution of this agreement, a Preferred Provider Organization Plan (the “2016 PPO Plan”) will be offered to compliant participating employees (as defined below) at a rate of eighty-three percent (83%) percent of the fully insured premium or fully insured equivalent rates with the employee paying seventeen percent (17%) of the fully insured premiums or fully insured equivalent rates. In the 2017-2018 contract year, the Board shall pay eighty-two percent (82%) of the fully insured premium or fully insured equivalent rates, with the employee paying eighteen percent (18%) of the premiums. The 2016 PPO Plan is described in summary form in Appendix B.
- C. Effective July 1, 2013, a high deductible health care plan offered with a health savings account feature (the “HDHP Plan”) will be offered as a voluntary option at a lower annual premium cost share not to exceed that for the PPO plan. The Board will contribute fifty percent (50%) of the annual deductible to the employee’s HDHP, as described in more detail in Appendix C. The HDHP cost share will be at a five percent (5%) higher Board payment of fully insured premium with the employee paying five (5%) percent less of the contribution (e.g. when PPO cost-sharing ratio is Board 84%/employee 16%, HDHP cost-sharing ratio would be Board 89% employee 11%. The HDHP Plan for 2015-2016 is described in summary form in Appendix C. This plan shall cease to be offered effective June 30, 2016 and/or as soon as practicable after the execution of this Agreement.
- D. Effective as soon as practicable after the execution of this agreement, a high deductible health care plan offered with a health savings account feature (the “2016 HDHP Plan”) will be offered to compliant participating employees as a voluntary option and will be mandatory for non-compliant employees. The Board will contribute fifty percent (50%) of the annual deductible to the employee’s HDHP, as described in more detail in Appendix D. In the 2016-2017 contract year, the Board shall pay eighty-eight (88%) percent of fully insured premium or fully insured equivalent rates with the employee paying twelve percent (12%) of the premiums. In the 2017-2018 contract year, the Board shall pay eighty-seven (87%) percent of fully insured premium or fully insured equivalent rates with the employee thirteen percent (13%) of the premiums. The 2016 HDHP Plan is described in summary form in Appendix D. Non-compliant employees shall be required to participate in the 2016 HDHP Plan.

Master Group policies are available in the business office for more specifics. The master certificates and/or policies are the governing documents when it comes to the Board’s insurance plans; the information contained herein and in the contract appendices is intended as a summary.

Section 2

The Board shall pay for dental insurance at a premium cost-sharing percentage equal to that it pays for the PPO Plan, and the employee shall pay the remaining percentage of the cost of individual or family full-service dental plan as selected by the Board.

Such dental plan shall include riders for basic benefits, additional basic benefits, periodontics, and orthodontics.

Section 3

The Board shall maintain a Section 125 Salary Reduction Agreement (RA) which will be designed to permit exclusion from taxable income the employee's share of health insurance premiums. Within said Salary Reduction Agreement, the Board shall also adopt and maintain a flexible spending account, for the purpose of enabling eligible employees to divert a portion of their gross salaries, prior to reduction for federal income taxes, by a minimum of \$100 to a maximum of \$5,000 per plan year for health reimbursement, and by a minimum of \$500 to a maximum of \$5,000 per plan year for dependent care, into an account from which, during the course of the plan year, they can be reimbursed for health care costs and dependent care costs they or their covered dependents incur which are not covered by the medical or dental plans described above, including but not limited to their share of the premium costs for such plans, to the extent permitted by law. The following provisions will apply.

- (a) Under no circumstances will the Board be required to contribute any monies to the RA Plan or to any account established pursuant thereto.
- (b) Each employee desiring to participate in the RA Plan must apply for participation and enroll by submitting completed forms provided by the Board thirty (30) days prior to September 1 of each plan year in which he or she desires to participate.
- (c) Each employee accepted as participant in the RA Plan must, thirty (30) days prior to September 1, inform the Board in writing of the amount he/she wishes to contribute to the account during the plan year (a minimum of \$100 to a maximum of \$5,000 per plan year for health reimbursement, a minimum of \$500 to a maximum of \$5,000 per plan year for dependent care), which shall be divided by the number of payroll periods scheduled for the plan year to determine the amount to be deducted from each paycheck during that plan year.
- (d) As a condition precedent to the establishment of an account under the RA Plan, the employee must submit to the RA Plan Administrator, on forms approved by the Board, written authorization for the Board to deduct from his or her salary, the amounts to be diverted to his or her RA Plan Account, which shall be the same amount from each paycheck issued during the plan year. As a further condition, the employee shall pay, by authorized automatic payroll deduction, the monthly charge for participation in said plan attributable to him/her.
- (e) Unexpended balances in each RA Account at the end of each plan year will be forfeited in accordance with legal requirements. The RA Plan will be governed by the terms of the RA Plan description. It is intended that the RA Plan shall be interpreted, whenever possible, to comply with such terms

of the Internal Revenue Code. In the event the RA Plan Administrator determines, before or during any plan year, that the RA Plan may fail to satisfy any non-discrimination requirement if imposed by the Code or limitation on benefits to certain participants, the RA Plan Administrator shall take such action as he/she deems appropriate under rules uniformly applicable to similarly situated participants.

- (f) The Board makes no representation or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union nor any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost of loss arising from a flaw or defect in the salary reduction agreement, or from a change in law which may reduce or eliminate the employee tax benefits to be derived therefrom.

Section 4

One hundred percent (100%) of the cost of an employee life insurance policy in the amount of \$50,000, the carrier to be determined at the sole discretion of the Board.

Section 5 (Insurance for Employees who have Completed less than Five Years of Service)

All Bargaining Unit members working a ten-month schedule employed less than five (5) continuous years, on a schedule of at least thirty (30) hours per week, are eligible for the 2016 HDHP Plan as of the first day of the month following hire, with the same premium contributions as set forth above. However, such employees are not eligible for any funding of the deductible through a Board HSA contribution, until such employees have served at least five (5) continuous years in this bargaining unit.

Section 6

Upon retirement, in accordance with the provisions of the Municipal Employee Retirement Fund Plan B, and after ten (10) years of service with the Waterford Board of Education, employees may continue their group insurance coverage, at no cost to the Board, until age sixty-five (65), or until the employee is eligible for Medicare, provided such coverage is allowed by the insurance carrier.

Section 7

The Board shall have the right to self-insure for any of the insurance benefits described in this Article and/or to change administrators/carriers/plans for any of the insurance benefits, provided that the overall level of benefits remains substantially equivalent to the overall level of benefits in effect immediately preceding any such change.

The Union President shall be notified in writing within thirty (30) days of any intention to change administrators/carriers/plans and shall have a reasonable opportunity to review the proposed changes, but shall have no more than thirty (30) days from the date the new plan is presented to the Union. If the Union does not approve of the proposed changes, it shall submit a written statement detailing the reasons for such disapproval, specifically listing those aspects of the proposed change to which it objects. The Union must submit this written statement within thirty (30) days of the notification noted above. Failure to submit such statement within the thirty (30) day time period shall be deemed approval of the proposed plan and waiver of the right to arbitrate the issue.

The Union may resolve any dispute by submitting the issue to arbitration within ten (10) business days of receipt of notice from the Superintendent that the Board intends to implement the new plan/carrier/administrator. The arbitrator shall have experience in insurance matters. The Board must receive a written decision therein prior to implementing any change. The sole substantive issue for arbitration shall be as follows: Is the proposed insurance plan(s) substantially equivalent to the overall level of benefits in effect immediately preceding any such change?

Section 8

Effective July 1, 2016, the Board will implement wellness incentive programs for employees enrolling in the health plans. Employees enrolled in a Board sponsored health plan will be automatically enrolled in the Board's wellness incentive program as described herein. If during the preceding calendar year, the employee and the employee's enrolled spouse and dependents (as applicable) participated in all applicable components of the Board's wellness incentive program, the employee shall be deemed a "compliant participating employee." If during the preceding calendar year, the employee or the employee's enrolled spouse or dependents (as applicable) failed to participate in one or all applicable components of the Board's wellness incentive programs, the employee shall be deemed a "non-compliant employee." Non-compliant enrollees will be required to enroll in the 2016 HDHP Plan. The Board's wellness incentive program consists of a "benefits based" wellness incentive program. The Board shall make a designation of a employee's status as a compliant participating or non-compliant employee on an annual basis, based on the employee's participation in wellness incentive program requirements during the preceding calendar year. The Board shall give notice of an employee's status at least two (2) times per year on or before January 31st and on or before April 15th.

For contract year 2016-2017, all enrolled employees shall be designated as "compliant participating employees."

A. Benefits Based Program:

Employees, their spouses and their enrolled dependents twenty (20) years of age or older will be enrolled in the benefits based program, which will

require participants to obtain recommended preventive care services. Preventive services shall include those services outlined in Appendix E.

B. Non-Compliant Employees:

If during the preceding calendar year, the employee or the employee's enrolled spouse or dependents (as applicable) failed to participate in one or all applicable components of the Board's wellness incentive programs, the employee shall be designated a "non-compliant employee." Effective July 1st following the designation of an employee as a non-compliant employee, non-compliant employees shall only be offered the 2016 HDHP Plan described in Appendix D. If during the preceding calendar year, the employee and the employee's enrolled spouse and dependents fully participate in all applicable components of the Board's wellness incentive programs, the employee shall be designated a "compliant participating employee." Effective the following July 1st the compliant participating employee shall be offered the 2016 PPO Plan and the 2016 HDHP Plan on the terms and conditions applicable to compliant participating employees.

ARTICLE XVII

COURSE REIMBURSEMENT

Section 1

When, in the judgment of the Superintendent, a course for which reimbursement is requested will make a meaningful contribution to a more effective performance of the duties to which the staff member is assigned or would enhance professional growth, then such reimbursement may be granted. If possible, courses must have approval of the Superintendent at least fifteen (15) days prior to the start of the course. A maximum of up to \$500 will be allotted for each course upon satisfactory completion of said course. The Board of Education will provide an account of \$5,000. This account may not be overexpended. Bargaining Unit members must submit an official grade report or an official transcript of the approved course(s) and a copy of the bill for tuition and fees. The employee must have a grade of B or better to be reimbursed. All Bargaining Unit members must be employed by the Waterford Board of Education at the time payment is made in order to receive reimbursement.

ARTICLE XVIII

LONGEVITY

Section 1

All Bargaining Unit members hired on or before June 30, 2012 shall receive longevity benefits in accordance with the following schedule:

7 years but less than 10 years	\$175.00
10 years but less than 15 years	\$350.00
15 years but less than 20 years	\$450.00
20 years or more	\$575.00

Longevity benefits shall be paid on the second pay period of the employee's anniversary month.

ARTICLE XIX

DURATION

The effective date of this Agreement shall be from the date of its full execution, and it shall remain in effect through June 30, 2018. This Agreement shall remain in effect after June 30, 2018 during negotiations until agreement is reached and signed to amend or modify this Agreement. Salary increases shall be retroactive to July 1, 2015, and premium cost-sharing increases shall be retroactive to July 1, 2016. Insurance plan design changes shall be effective as soon as practicable.

Section 2

Provisions of this Agreement shall be in force and effect unless amended in writing by the parties hereto.

Section 3

If there is any previously adopted policy, rule or regulation of the Board which is in conflict with any provision of this Agreement, said Agreement provision shall prevail during the term of this Agreement.

Section 4

The Board of Education and the Union agree that either party may request consultation with the other if an amendment to the contract seems necessary or advisable. Such consultation shall be arranged at the convenience of both parties upon mutual agreement. Following such consultation, any decision mutually acceptable to both parties shall be reduced in writing, signed by both parties and will become part of this Agreement.

Section 5

If any article or section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

Section 6

This Agreement contains the full and complete agreement between the Board and the Union on all negotiable issues, and neither party shall be required during the term of this Agreement to negotiate upon any issue whether it is covered or not covered in this Agreement. This Agreement may, however, be modified by mutual written consent of both parties.

SIGNATURE PAGE

WATERFORD BOARD OF EDUCATION

By: Jody Fitzgerald
Date: Aug. 7, 2016

By: _____

UPSEU, WATERFORD BOE
SECRETARIES, CLERKS AND
ASSISTANTS, UNIT #10

By: Jami L. Spord
Carol Albato
Date: 8/16/16

By: Kevin E. Boyle, Jr.
Kevin E. Boyle, Jr.
President, UPSEU

Health Care

APPENDIX A PPO PLAN DESIGN 2015-2016

Waterford Board of Education

PPO Plan

COST SHARE PROVISIONS

	In-Network Member pays:
Office Visit Copayment	\$30 per visit
Specialist Visit Copayment	\$30 per visit
Hospital Copayment	\$250 per admission
Urgent Care Copayment	\$50
Emergency Room Copayment	\$100
Outpatient Surgery Copayment	\$200 per procedure
Lifetime Maximum	Unlimited

PREVENTIVE CARE

Well child care :	
Birth to 12 years	No Charge
All others	No charge
Periodic, routine health exam	No charge
Routine eye exam 1 exam 2 yr.	No charge
Routine OB/GYN visits	No charge
Mammography	No charge
Hearing screening 1 exam 2 yr.	No charge

MEDICAL CARE

Office visits:	
Primary Care	\$30 per visit
Specialists	\$30 per visit
Outpatient mental health	\$30 per visit
Prior authorization required after 40th visit	
OB/GYN care	\$30 per visit
Maternity care, initial visit	\$30 per visit
Laboratory	No charge
Diagnostic X-ray	No charge
High cost diagnostic (MRI, CAT, etc.)	\$50, max \$375 yr.
Allergy services:	
Office visits/testing	\$25 per visit
Injections - 80 visits in 3 years	No charge

APPENDIX A
PPO PLAN DESIGN 2015-2016 CONTINUED

HOSPITAL CARE - Prior authorization required

Semi-private room	\$250 co-payment
Inpatient Mental Health	\$250 co-payment
Inpatient Substance Abuse	\$250 co-payment
Skilled nursing facility (120 days)	\$250 co-payment
Rehabilitative services (60 days)	\$250 co-payment
Outpatient surgery	\$200 co-payment

EMERGENCY CARE

Walk-in centers	\$30 per visit
Urgent care - at participating center	\$50 co-payment
Emergency care	\$100 co-payment
Ambulance	No charge

OTHER HEALTH CARE

Outpatient rehabilitative services For PT, OT, ST, and Chiro. 50 visit max.	\$30 per visit
Durable medical equip. / Prosthetics	No charge
Diabetic supplies	No charge
Infertility services	State Mandate
Home Health Care	No charge

***PRESCRIPTION DRUGS**

Generic	\$5 copayment
Listed Brand	\$25 copayment
Non-Listed Brand	\$40 copayment
Mail Order	2x retail
Annual Maximum	\$2,000
Plan	Managed

APPENDIX A
PPO PLAN DESIGN 2015-2016 CONTINUED

OUT-OF-NETWORK SERVICES

Calendar Year Deductible:	
Individual	\$200
Two Person	\$400
Family	\$500
Coinsurance	20% after deductible
Coinsurance Maximum:	
Individual	\$800
Two Person	\$1,600
Family	\$2,000
Cost Share Maximum:	
Individual	\$1,000
Two Person	\$2,000
Family	\$2,500
Lifetime Maximum	Unlimited

** The drug rider includes certain management features (e.g. a change from a public sector drug rider option to a managed drug rider, including but not limited to features such as step therapy and mandatory generic substitution).*

APPENDIX B
2016 PPO PLAN DESIGN

COST SHARE PROVISIONS	Yr 2/Yr 3
	In-Network Member pays:
Office Visit Copayment	\$35/\$35 per visit
Specialist Visit Copayment	\$45/\$45 per visit
Hospital Copayment	\$300/\$300 per admission
Urgent Care Copayment	\$75/\$75
Emergency Room Copayment	\$125/\$125
Outpatient Surgery Copayment	\$200/\$200 per procedure
Lifetime Maximum	Unlimited

PREVENTIVE CARE

Well child care :	
Birth to 12 years	No Charge
All others	No charge
Periodic, routine health exam	No charge
Routine eye exam 1 exam 2 yr.	No charge
Routine OB/GYN visits	No charge
Mammography	No charge
Hearing screening 1 exam 2 yr.	No charge

Yr 2/Yr 3	
MEDICAL CARE	
Office visits:	
Primary Care	\$35/\$35 per visit
Specialists	\$45/\$45 per visit
Outpatient mental health	\$45/\$45 per visit
Prior authorization required after 40th visit	
OB/GYN care	\$45/\$45 per visit
Maternity care, initial visit	\$45/\$45 per visit
Laboratory	No charge
Diagnostic X-ray	No charge
High cost diagnostic (MRI, CAT, etc.)	\$50, max \$375 yr.
Allergy services:	
Office visits/testing	\$45/\$45 per visit
Injections - 80 visits in 3 years	No charge

HOSPITAL CARE - Prior authorization required

Semi-private room	\$300/\$300 co-payment
Inpatient Mental Health	\$300/\$300 co-payment
Inpatient Substance Abuse	\$300/\$300 co-payment

APPENDIX B
2016 PPO PLAN DESIGN CONTINUED

Yr 2/Yr 3	
HOSPITAL CARE - Prior authorization required	
Skilled nursing facility (120 days)	\$300/\$300 co-payment
Rehabilitative services (60 days)	\$300/\$300 co-payment
Outpatient surgery	\$200/\$200 co-payment
EMERGENCY CARE	
Walk-in centers	\$35/\$35 per visit
Urgent care - at participating center	\$75/\$75 co-payment
Emergency care	\$125/\$125 co-payment
Ambulance	No charge
OTHER HEALTH CARE	
Outpatient rehabilitative services For PT, OT, ST, and Chiro. 50 visit max.	\$45/\$45 per visit
Durable medical equip. / Prosthetics	No charge
Diabetic supplies	No charge
Infertility services	State Mandate
Home Health Care	No charge
*PRESCRIPTION DRUGS	
Generic	\$5 copayment
Listed Brand	\$25 copayment
Non-Listed Brand	\$40 copayment
Mail Order	2x retail
Annual Maximum	\$2,000
Plan	Managed
OUT-OF-NETWORK SERVICES	
Calendar Year Deductible:	
Individual	\$200
Two Person	\$400
Family	\$500
Coinsurance	20% after deductible
Coinsurance Maximum:	
Individual	\$800
Two Person	\$1,600
Family	\$2,000
Cost Share Maximum:	
Individual	\$1,000
Two Person	\$2,000
Family	\$2,500
Lifetime Maximum	Unlimited

** The drug rider includes certain management features including but not limited to features such as step therapy and mandatory generic substitution.*

APPENDIX C
HDHP PLAN DESIGN
2015-2016

Effective for the 2015-16 contract year, the Board shall offer a HDHP plan, the high deductible health care plan with a health savings account feature, to include the following components:

**Waterford Board of Education
High Deductible Health Plan**

BENEFIT	
COST SHARES	
	In-Network services and Out-of-Network services and Out-of-Network services subject to deductible and coinsurance. No Referrals Required Deductible: \$2,000 Individual, \$4,000 Two or More In Network Coinsurance 100% Out-of-pocket Maximum \$2,000 Individual, \$4,000 Two or More Lifetime Maximum In-Network - Unlimited Out-of-Network Benefits Coinsurance 80% / 20% Out-of-pocket Maximum \$4,000 Individual, \$8,000 Two or More Lifetime Maximum Out-of-Network - Unlimited Only In-Network Benefits Illustrated Below
PREVENTIVE CARE	Annual
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
MEDICAL SERVICES	
Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible
Chiropractic	50 visits per calendar year Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible

APPENDIX C
HDHP PLAN DESIGN 2015-2016 CONTINUED

INPATIENT HOSPITAL	Note: All hospital admissions require pre-cert
General/Medical & Surgical	100% after deductible
Ancillary Services	
(Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible
	Covered up to 100 days per calendar year.
	Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible
	120 days per calendar year
Hospice	100% after deductible
OUTPATIENT HOSPITAL	
Outpatient Surgery	100% after deductible
Facility Charges	
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
OTHER SERVICES	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible
	200 visits per calendar year.
Infertility Services	100% after deductible
	No Age or Cycle Limits
	GIFT & ZIFT are covered
Prescription Drugs	100% after deductible

For employees electing the 2015-2016 HDHP Plan, the Board will continue to contribute fifty percent (50%) of the applicable HDHP deductible amount. The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts with the first payroll date of the contract year. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP deductible for individuals upon their separation from employment.

APPENDIX D
2016 HDHP PLAN

Effective July 1, 2016, the Board will offer a HDHP plan, or a high deductible health care plan with a health savings account feature, including the following components:

COST SHARES	BENEFIT
	<p>In-Network services and Out-of-Network services and Out-of-Network services subject to deductible and coinsurance.</p> <p>No Referrals Required</p> <p>Deductible: \$2,000 Individual, \$4,000 Two or More</p> <p>In Network Coinsurance 100%</p> <p>Out-of-pocket Maximum \$3,000 Individual, \$6,000 Two or More</p> <p>Lifetime Maximum In-Network - Unlimited</p> <p>Out-of-Network Benefits</p> <p>Coinsurance 80% / 20%</p> <p>Out-of-pocket Maximum \$5,000 Individual, \$10,000 Two or More</p> <p>Lifetime Maximum Out-of-Network - Unlimited</p> <p>Only In-Network Benefits Illustrated Below</p>
PREVENTIVE CARE	Annual
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
MEDICAL SERVICES	
Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible
Chiropractic	50 visits per calendar year Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible

APPENDIX D
2016 HDHP PLAN CONTINUED

EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
INPATIENT HOSPITAL	Note: All hospital admissions require pre-cert 100% after deductible
General/Medical & Surgical	
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
OUTPATIENT HOSPITAL	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
OTHER SERVICES	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible No Age or Cycle Limits GIFT & ZIFT are covered
Prescription Drugs	After the deductible prescriptions will be subject to copays of: \$0 Generic/\$25 Listed Brand/\$40 Non-Listed Brand with 2x Mail Order Copay

APPENDIX D
2016 HDHP PLAN CONTINUED

For compliant participating employees electing the 2016 HDHP Plan , and for non-compliant employees, the Board will contribute fifty percent (50%) of the applicable HDHP deductible amount. The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts with the first payroll date of the contract year (1st July payroll). The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

APPENDIX E

Schedule for Preventive Services

Preventive Physical Exams and Mammograms are required in the 2016 calendar year (Jan 1 – Dec 31) and then according to schedule below:

Preventative Screening Requirements	Age Required ⁽¹⁾	Frequency
Preventive Physical Exam	20 years and older	1 exam every 2 years
Routine OB/GYN Exam ⁽²⁾	20 years and older	1 exam every 2 years
Mammogram	45 years and older	1 exam every 2 years
Colonoscopy	50 years of age and older	1 exam every 10 years

(1) Use age as of January 1st to determine required screening for yourself, spouse, and/or children if applicable.

(2) Routine OB/GYN Exam can be conducted by Primary Care Provider either at the time of Preventive Physical Exam or Separate visit. Primary Care Provider may need to provide written attestation that Routine OB/GYN Exam was performed.

Note: Wellness Compliance will be determined for the July plan year based on services received in the previous calendar year/years.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is made by and between the Waterford Board of Education (hereinafter the "BOARD") and its secretarial/clerk bargaining unit, UPSEU (the "Union"), hereinafter sometimes referred to as the "parties."

The Board may, at its option, offer an alternative insurance plan(s) to bargaining unit employees after review of such proposed plan(s) by the Union. The plan design, co-payment amounts, cost sharing and other provisions of these alternative plans need not conform to the provisions of Article XVI. Participation in an alternative plan shall be voluntary.

IN WITNESS WHEREOF, the aforementioned parties, intending to be legally bound hereby, have executed this MOU.

WATERFORD BOARD OF EDUCATION

By: Jody Hagerich
Date: Aug. 4, 2016

By: _____

UPSEU, WATERFORD BOE
SECRETARIES, CLERKS AND
ASSISTANTS, UNIT #10.

By: Jane L. Spratt
Date: 8/16/16

By: Kevin E. Boyle Jr.
Kevin E. Boyle Jr.
President, UPSEU