

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE EAST HAMPTON BOARD OF EDUCATION  
AND  
THE EAST HAMPTON SCHOOL SECRETARIES  
MUNICIPAL EMPLOYEES UNION INDEPENDENT

July 1, 2021 – June 30, 2024

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## **PREAMBLE**

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

## **ARTICLE I** **RECOGNITION**

1. The Board recognizes the Union as the exclusive bargaining agent for all clerical and secretarial employees who work twenty (20) or more hours per week including, but not limited to: Administrative Assistants and Fiscal Services Associates.
2. The Board agrees to inform the Union about the creation of new jobs that might be appropriately classed in the bargaining unit.

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

1. During the term of this contract or extension thereof, all employees in the Collective Bargaining Unit may elect to either become or remain members of the Union. The Board shall provide the Union with electronic notification of the name, job title, home or cell phone numbers, home address, and personal and work email addresses of any newly hired employee within seven (7) days of the date of hire.
2. The Board agrees to deduct from the pay of its bargaining unit members such membership dues as may be fixed by the Union. Such deductions shall continue for the duration of the Agreement or any extension thereof. Employees may express authorization for payroll deduction of membership dues and/or COPE contributions by submitting to the Union a written membership form, or by any other means of indicating agreement allowable under state and federal law. The Union will submit to the Board a list of members who have authorized payroll deduction and shall provide the Board with verification that payroll deduction and/or COPE contributions have been authorized by the employee only in the event a question arises about an employee's membership status. An employee who is paying dues may withdraw from membership in the Union and stop making those payments by giving written notice to the Union and the Board which notice must be received or postmarked during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Board and the Union, whichever occurs sooner. The Board will honor employee checkoff authorizations unless they are revoked in writing during the window period, regardless of whether the employee is a member of the Union.
3. The Union shall supply to the Board written notice at least thirty (30) days prior to the effective date of any change in the rate of dues. In addition, the Union shall furnish the Board with a statement signed by the employee authorizing the Board to make dues deduction(s).

4. The deduction of Union dues or for any month shall be made during the applicable month and shall be remitted to the Financial Officer of the Union not later than the third Thursday of the following month. The monthly dues remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made. The Board will use any new form provided by the Union that the Superintendent has approved in advance.
5. No dues will be deducted from an employee on sick leave who has exhausted accumulated sick leave or while collecting Workers' Compensation.
6. The Union agrees to indemnify and to hold and save the Board harmless against any and all claims, damages, suits, judgments or other forms of liability, including attorney fees, that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this article.
7. The Board shall post a copy of the contract on its website within thirty (30) days after the signing of the Agreement.
8. New employees shall be provided with an electronic copy of this Agreement when they are hired.
9. The Board shall provide the Union office with one (1) signed contracts after the signing of this Agreement.
10. Union representatives and stewards shall be permitted to enter any of the schools with approval of the building principal for the purpose of discussing, processing, or investigating grievances or fulfilling the Union's role as bargaining agent, so long as school operations, including the flow of work within the building, are not disrupted.
11. Any steward shall be released from his/her work assignment to fulfill the duties above upon permission from his/her supervisor. When contacting an employee, the steward shall first report to and obtain permission from the employee's supervisor to see the employee.
12. The Board agrees to provide space on a bulletin board in each building under its supervision in which a member of the bargaining unit works, for the exclusive use of the Union. The bulletin board space shall be for information only and not for derogatory purposes. Statements to be posted must be approved by the Superintendent or his/her designee in advance.

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

1. All provisions of this Agreement shall apply equally to all employees without discrimination on the basis of race, color, creed or religion, sex, national origin, age, physical or mental disability, political or labor affiliation. This provision may be grieved

only through the Superintendent's level. This provision does not preclude a grievant from pursuing a charge of discrimination through other agencies.

**ARTICLE IV**  
**HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY**

The hours of work for employees shall be:

1. Twelve Month Employees

The hours of work shall be 7 ½ hours per day, 37 ½ hours per week excluding lunch. During the month of July twelve month secretaries will be released on Fridays at 12:30 PM with no loss of pay. This provision will not permit a twelve-month secretary to use vacation time in less than a full-day increment on any Fridays in July in which the secretary wishes to use a vacation day.

2. Ten Month Employees

a. Ten month employees shall work all scheduled school days plus ten (10) days before school begins and ten (10) days after school ends, 7 ½ hours per day, 37 ½ hours per week, excluding lunch. With the agreement of the administration, ten-month employees may be permitted to work fewer than ten (10) days after the end of the school year. Any days not worked after the end of the school year pursuant to such an agreement with the administration shall be unpaid. The administration may require that secretaries attend in-service workshops or training during the school year including up to four days when school is not in session. Employees shall be paid for the workshop day at the appropriate hourly rate.

b. Ten month employees who work in the summer beyond the ten days after school ends and before the ten days before school begins shall be paid a differential of \$1.50 per hour above their school time rate for hours worked during that time.

3. All employees shall be entitled to an uninterrupted half-hour lunch break and one fifteen (15) minute break per day.

4. Overtime

a. Time and one-half shall be paid for:

1. All work performed in excess of forty (40) hours per week;

2. All time worked on Saturdays.

b. Straight time will be paid up to and including forty (40) hours per week, except where otherwise noted in this section of this Agreement.

- c. Double time shall be paid for work performed on Sundays and holidays.
- d. Overtime work shall be distributed as equally as possible within each school provided the employee has the requisite knowledge and skills to perform the task.
- e. When a paid holiday, hereinafter defined, falls during the work week, it shall not be included as hours worked in determining overtime.
- f. Overtime hours shall not be worked except where expressly authorized by the Administration.

5. Payment of Wages

Employees shall be paid on an hourly basis. Wage payments shall be provided on a bi-weekly basis.

- 6. Employees shall be notified of schedule changes or transfer between work sites one (1) week in advance. When the employer wishes to make a schedule change, the Board shall notify the Union of the change and the reason therefore.
- 7. Time worked shall be recorded electronically by each employee via the Board's electronic time keeping system.

**ARTICLE V**  
**PRIOR RIGHTS AND BENEFITS**

- 1. 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 thereof to negotiate any issue whether it is covered or not covered in this Agreement.
- 2. Any item not covered in this Agreement may be covered by existing policies, rules or regulations of the Board, or by modification of existing policies, rules or regulations or adoption of new policies, rules or regulations.
- 3. All past practices, procedures and customs not specifically incorporated in or protected by this Agreement are hereby rendered null and void.
- 4. It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the public schools in the Town of East Hampton in all its aspects including, but not limited to, the following:

To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of East Hampton; to decide the need for school facilities; to determine the care, maintenance, and operation of buildings, land, apparatus, and other property used for school purposes; to determine the type of work to be performed; to assign all work to employees or other persons; to

determine shift schedules and hours of work; to decide the methods, procedures, and means of conducting the work; to select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employee for just cause; to promote, transfer, and lay off any employee; to prepare and submit budgets to the Town, and to allocate monies appropriated by the Town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. Their rights, responsibilities and prerogatives are not subject to delegation in whole or part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this Agreement.

## **ARTICLE VI** **SENIORITY**

1. a. The Board shall prepare a list of all employees covered by this Agreement showing their seniority and length of service with the Board and shall electronically deliver the same to the Union and the Union Steward on or before October 1 of each year. New employees shall be added to this list in accordance with Section 2.
- b. By October 1<sup>st</sup> of each year, the Board shall prepare a list of all employees covered by this agreement showing their name, location, status, class, step, and hourly rate of pay and electronically deliver the same to the Union and the Union Steward.
2. No employee shall attain seniority or other rights under this Agreement until he/she has been continuously on the payroll of the Board for a period of six (6) months. An employee who does not successfully complete his/her first six months shall be entitled to a conference with the Superintendent or his/her designee to discuss reasons for such failure. Upon successful completion of this period, the name of the new employee shall be added to the seniority list with seniority commencing on the date of his/her employment. An employee who is discharged during his/her probationary period shall have no recourse to the grievance procedure.
3. Seniority shall be defined as status for specific purposes based on an employee's uninterrupted service with the Board from date of last hire including all authorized paid leave provided the employee returns to work immediately at the conclusion of such leave.
4. Seniority will not be broken by any authorized unpaid leave, but seniority will not accrue during an unpaid leave. Seniority will continue to accrue while an employee is receiving Workers' Compensation benefits. Seniority will accrue during a period of layoff provided the employee returns to work within two (2) years.



5. Union stewards who have permanent status in the system and have served as stewards for at least four (4) months shall be deemed to have the highest seniority for purposes of layoff.
6. For employees covered by this Agreement, all bargaining unit work time within the school system shall be prorated and added to an employee's overall seniority provided the work time has been continuous.

**ARTICLE VII**  
**VACANCY**

1. Job vacancy is defined as an opening created by a death, retirement, resignation, dismissal, or new position in the classifications listed in Appendix A (salary schedule). The Board shall retain the sole and exclusive discretion as to whether a vacancy shall be filled.
2. In the event that a vacancy is to be filled, job openings covered by this Agreement shall be electronically posted on the District's website for at least five (5) working days. The Union and Union members shall be electronically notified of the vacancy.
3. Employees desiring to apply for a vacancy shall file an application online or as directed by the notice and within the posted time limit.
  - a. Promotions and vacancies shall be filled by management in any of the following ways:
    1. by promotion of the qualified employees from lower level classifications within the bargaining unit; or
    2. by transfer of employees from higher or equal classifications within the bargaining unit; or
    3. by qualified new applicants.
  - b. Notwithstanding the above, an employee with a transfer request on file may be considered first to fill a vacancy. Transfer requests shall be renewed annually.
4. In filling vacancies, consideration shall be given first to the present staff on the basis of seniority provided, however, the most qualified applicant, as determined by the Superintendent, either from within or outside the bargaining unit, shall be appointed to the vacancy.
5. When an employee is temporarily retained in a vacancy or new position for a period of sixty (60) calendar days, he/she, if qualified, will be considered during the selection process for permanent retention in the position.

During the period the employee is temporarily retained in a vacancy or new position of a different class or grade which has a higher maximum rate of pay, he/she shall temporarily be paid at the lowest step in the higher class or grade which produces an increase of at least one (1) pay increment provided, however, the employee has worked in such position for at least five (5) consecutive days.

6. An employee transferred involuntarily by the Board to a position with a lower rate of pay shall continue to be paid at the higher rate of pay until the end of the fiscal year. This provision shall not apply to employees who are transferred involuntarily due to poor performance or as a disciplinary consequence.

### **ARTICLE VIII LAYOFF AND RECALL**

1. Whenever a workforce reduction in a classification is required, the reduction shall be made in the following manner: bargaining unit employees shall be the last group laid off and in inverse order to their length of service with the Board, provided all qualifications as called for in the job description are substantially equal.
2. There shall be two (2) categories for purposes of layoff and recall: ten month employees; and twelve month employees.
3. In the event of a layoff, the employee in the position being eliminated shall have the right to bump the employee in the appropriate category (either 10 or 12 month) who has the least amount of seniority.
4. A twelve-month employee can bump another twelve-month employee who has the least amount of seniority or a ten-month employee can bump another ten-month employee with the least amount of seniority.
5. For purposes of recall, the employee's name will be placed on the appropriate list (ten-month or twelve-month) for a period of two (2) years, subject to recall in order of seniority (from highest to lowest).
6. The laid off individual shall have the right to be recalled to a similar position to which he/she was laid off if a position should become vacant. In the event an employee is appointed to a position from a recall list but such position is in a lower salary group than the class from which he/she was laid off, he/she shall remain eligible for recall to a higher evaluated position in the same category. The choice of employees to be rehired shall be based upon seniority, provided the employee can, in the judgment of the Superintendent of Schools, satisfactorily perform the work available.
7. The language contained in this Article does not prevent an employee from being recalled into a higher evaluated position.
8. No person shall be newly employed to a position if a recall list exists until all persons in that category have been notified by certified mail sent to the individual's last known

address and such individual either is offered employment or declines such re-employment offer. It shall be the laid off individual's responsibility to notify the Superintendent of Schools of his/her current address.

9. An individual who declines an offer of re-employment shall forfeit recall rights. Failure to respond in writing to a notice of an opening within ten (10) working days after the mailing thereof shall be deemed to be a refusal to accept re-employment.
10. Returning individuals must return to work within thirty (30) calendar days from the date of the mailing of the notification. The failure to return to work within this thirty (30) day period shall be deemed a refusal to accept employment.

#### **ARTICLE IX** **PERSONNEL RECORDS**

1. An employee covered hereunder shall, upon his/her request, be permitted to examine and copy any and all materials in his/her personnel file. The Union may have access to any employee's records upon presentation of written authorization of said employee.
2. No new material derogatory to an employee hereunder shall be placed in his/her personnel file unless he/she has been provided an opportunity to review and sign the document (indicating receipt of such material) and has received a copy of such material. An employee or the Union may avail himself/herself/itself of the opportunity to explain or rebut materials submitted in his/her file. If a determination by the Superintendent is made in an employee's favor, the questioned material shall be expunged from the file.
3. An employee retains the right to grieve up to and including the Superintendent level, any material in his/her personnel file. If a determination by the Administration is made in the employee's favor, the questioned material shall be expunged from the file.

#### **ARTICLE X** **LEAVE PROVISIONS**

1. All employees shall receive sick leave with full pay of fifteen (15) working days per year with an accumulation of one hundred and thirty (130) days of unused sick leave for ten-month employees and one hundred eighty (180) days of unused sick leave for twelve month employees. Each employee shall be notified electronically of his/her accumulated sick leave via the Board's electronic time-keeping system.
2. All employees hired on or after July 1, 2017, shall receive sick leave with full pay of ten (10) working days per year with an accumulation of one hundred (100) days of unused sick leave for ten-month employees and one hundred twenty-five (125) days of unused sick leave for twelve month employees. Each employee shall be notified electronically of his/her accumulated sick leave via the Board's electronic time-keeping system.
3. Sick leave may be used in the following cases:

- a. personal illness or injury;
- b. enforced quarantine of the employee in accordance with community health regulations;
- c. medical and dental appointments. Such leave may be taken in two hour increments at the end or beginning of the work schedule, with the approval of the employee's supervisor.
- d. Up to five (5) paid sick days per year may be used for family member illness care.

4. Other Personal Absence

- a. A total of four (4) personal days will be granted for both ten (10) and twelve (12) month employees with the following guidelines:
    - 1. The days may not be taken in a continuous manner, except for funeral leave;
    - 2. The days may not be taken just prior to or the day after a paid school holiday;
    - 3. Advance notification of the personal leave day will be given to the immediate supervisor as soon as possible;
    - 4. In the case of extenuating circumstances, Personal Leave time may be used in conjunction with other leave with approval from the Superintendent or his/her designee;
    - 5. The above leave may only be taken for business which cannot otherwise be transacted or scheduled outside school hours but is necessary to be performed or attended to on a workday.
  - b. Other days without salary deduction in cases of emergency or hardship may be granted at the discretion of the Superintendent of Schools.
3. Workers' Compensation, as distinguished from sick leave, shall mean leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his duties.

The Board of Education covers all employees with Workers' Compensation Insurance which pays an eligible employee a percentage of his/her earnings during the period of absence.

The difference between his/her Workers' Compensation and his/her current straight-time wages shall be provided by the Board of Education for a total period not to exceed sixty (60) days. Said amount shall be payable at the time benefits are paid by the

compensation carrier and in accordance with the procedures, rules and regulations of the Board and carrier.

In exceptional cases, the Board may grant additional injury leave beyond the original sixty (60) days, upon request of the employee and analysis of the individual case. If the Board refuses to grant additional injury leave beyond the original sixty (60) days, an employee may elect to use a portion of sick leave. An employee may request the use of his/her sick leave or vacation pay while awaiting Workers' Compensation payment. When the compensation check is paid, it will be sent to the Board who will audit the time and make the necessary adjustments.

4. Jury Duty

Employees shall be entitled to full pay at their base rate for absence because of jury duty during their regularly scheduled work shift, less the fee paid with respect to such jury duty. In order to be eligible for full pay, an employee who is dismissed from jury duty before 1:00 p.m. shall return to work. Employees are encouraged to exercise their option to initially postpone jury duty to summer non-school months.

5. Upon the voluntary termination of employment, retirement or death of any employee who has completed ten (10) continuous years with the Board, he/she or the legal representative of his/her estate, shall be compensated at the employee's applicable wage rate for twenty-five (25) percent of the total accrued and unused sick leave.
6. An employee who is disabled and unable to work may use accumulated sick leave to cover the period of disability. The Superintendent may require, at regular intervals, written certification from the employee's physician of continued disability. Any disability lasting more than eight (8) weeks may be subject to further medical review and evaluation by a Board selected physician at the Board's expense.
7. Seniority will continue to accrue while an employee is receiving paid leave and will not be broken if an employee returns to his/her job within eight (8) weeks of authorized unpaid leave. Seniority will be interrupted during further periods of authorized unpaid leave and will resume upon return to work if within the authorized leave period.
8. Military leave shall be granted in accordance with federal and state statutes, such as the Federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and Section 7-462a and 27-33a of the Connecticut General Statutes. The time spent at such military leave will continue to count as uninterrupted service, and the Board shall continue paying benefits to the employee on military leave including retirement. Reserve training not to exceed three (3) weeks per year, as defined in Connecticut State Statutes, shall not result in a loss of pay. The Board of Education will make up the difference between pay received from the military and the secretary's regular salary.
9. Prior to the exhaustion of sick leave, an employee may request in writing an unpaid leave of absence with position held with the approval of the Board. An employee may also

request a leave of absence for other reasons in writing with position held subject to the Board's approval. The Board may also grant an unpaid leave with position not held. Upon written request by an employee for continuation of paid insurance coverage, the Board will consider and act upon such request dependent upon the reasons given for the request for leave of absence.

## **ARTICLE XI** **GRIEVANCE PROCEDURE**

### **1. Purpose**

The purpose of this procedure is to secure at the lowest possible administrative level solutions to grievances.

### **2. Definitions**

- a. A grievance shall mean a complaint by a bargaining unit member, a group of bargaining unit members or the Union that his/her/its rights under the specific language of this Agreement have been violated, or that as to him/her/them, there is a misinterpretation or misapplication of a specific provision of this Agreement.
- b. Grievant shall mean any member of the bargaining unit or a group of bargaining unit members or the Union similarly affected by a grievance seeking recourse under the terms of this Article.
- c. Days shall mean days when school is in session, except during summer recess when days shall mean business days.

### **3. Time Limits**

- a. If a grievance is not filed in writing at Level One, or Level Two in cases of dismissal, suspension, demotion or for class-wide grievances, within twenty (20) days after the grievant knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived and any subsequent grievance filed to address the same or substantially similar subject shall be deemed waived as well. Furthermore, if a grievance situation continues or reoccurs, such continuation or recurrence shall not extend the initial time for filing a grievance and shall not be considered as a separate grievance. .
- b. The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the Union and Board or its designee, provided that if a grievance is not submitted to a higher step in the above procedure, it shall be deemed settled on the basis of the answer in the last step considered.

- c. Failure by any administrator or the Board of Education to render his/her decision within the specified time limits shall be deemed to be a denial of the grievance and the grievance shall proceed to the next level.

4. Level One - School Principal / Immediate Supervisor

- a. If an employee feels that he/she may have a grievance, he/she and/or his/her Union steward or union representative may first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.
- b. If the employee is still not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing and submit it to the principal or other appropriate administrator. The principal shall, within seven (7) days of that filing of the grievance in writing, give a written answer, with a copy to the Union.

5. Level Two - Superintendent of Schools/Designee

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after receipt of the decision, file his/her written grievance with the Superintendent of Schools or his/her designee.
- b. The Superintendent or his/her designee shall, within seven (7) days after receipt of the referral, meet with the grievant and a representative of the Union for the purpose of resolving the grievance.
- c. The Superintendent or his/her designee shall, within seven (7) days after the meeting, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the Union.

6. Level Three - Board of Education

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within seven (7) days after the decision, submit the grievance to the Board of Education.
- b. The Board of Education or a committee of the Board shall hold a meeting within forty-five (45) days after receipt of the grievance, at which time it shall meet with the grievant and with representatives of the Union for the purpose of resolving the grievance.
- c. The Board or Board committee shall, within ten (10) days after such meeting, render its decision and reasons therefore in writing to the grievant, with a copy to the Union.

7. Level Four – Mediation

- a. If the grievance is not resolved, the Union may submit the matter to a mediator appointed by the State Board of Mediation and Arbitration for the purpose of helping to resolve the grievance within ten (10) days after receipt of the Step Three answer. A copy of the request shall be sent to the Board. The Union may bypass Level Four and raise the matter to Level Five within ten (10) days after receipt of the Level Three answer.

8. Level Five - Arbitration

- a. If the grievance is processed to Level Four and is not resolved to the Union's satisfaction, or in the case where Level Four is bypassed, if the grievance is not resolved to the Union's satisfaction at Level Three, the Union may, at its option, submit the grievance to arbitration within fourteen (14) days of receiving the Level Four, or when bypassed, Level Three answer. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought. Grievances shall be submitted to the American Arbitration Association (AAA) or a mutually agreed upon alternative.
  - b. The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement. The arbitrator shall render his/her decision in writing in accordance with applicable rules. The decision of the arbitrator shall be final and binding.
  - c. The cost of arbitration will be borne equally by the parties.
  - d. The arbitrator will hear only one grievance at a time. This provision will not prevent the arbitrator from hearing a Union or class action grievance; neither will it prevent discussion of the arbitrability and the merits of the grievance at the same hearing.
9. In case of grievances brought over a bargaining member's dismissal, suspension, demotion, or on behalf of the entire bargaining unit, the grievance shall be submitted directly to Level Two.

**ARTICLE XII**  
**INSURANCE AND PENSION BENEFITS**

1. Employees may participate in health and dental insurance plans provided by the Board of Education as set forth in this Article.
2. Employees shall receive life insurance with accidental death and dismemberment benefits totaling to the nearest \$500 of each employee's wage at the Board expense. Upon retirement, an employee may elect to participate in a life insurance program if permitted to do so by the existing life insurance agency. Retirees will assume the full cost of such coverage.



3. For budgetary reasons, the Board has discretion to change insurance carriers, managed care providers or health care administrators at any time, provided there is no decrease in the level of existing benefits (the HDHP/HSA plan set forth in the parties' 2017-2020 collective bargaining agreement shall be used as the basis of comparison). The Board will make efforts to consult with the Union when changing carriers. The Board will arrange for information sessions with the employees covered by such insurance in order to provide for the smooth transition in the practices and procedural changes that may occur because of the change to new insurance carriers.

Each year, those employees employed prior to July 1, 2011 may elect not to participate in the insurance benefits set forth above, and, instead, shall receive an annual payment equal to \$1,100. The election must be made in writing between May 15<sup>th</sup> and May 31<sup>st</sup>, or, if hired after May 31<sup>st</sup>, within the first two weeks of employment. The full or prorated portion of the payment shall be paid to the employee in June each year in one lump sum payment for the previous year. Once an election has been exercised, it cannot be changed until May 15<sup>th</sup> through May 31<sup>st</sup> of the following year.

4. As of July 1, 2017 the only medical, Rx and dental insurance plan offered by the Board shall be the Connecticut State Partnership Plan 2.0 ("SP2.0"). The administration of the SP2.0, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SP2.0.
5. The premium cost share percentages for medical and Rx benefits and associated administrative fees under the SP2.0 shall be as follows:
  - Effective July 1, 2021, the employee shall pay 19% of the premium cost share for medical and Rx coverage.
  - Effective July 1, 2022, the employee shall pay 19.5% of the premium cost share for medical and Rx coverage.
  - Effective July 1, 2023, the employee shall pay 20% of the premium cost share for medical and Rx coverage.
6. Effective July 1, 2021, employees shall pay 13% of the premium cost share for dental coverage and associated administrative fees under the SP2.0. The SP2.0 Plan 5 shall be offered.
7. Premium rates for single, employee + one and family coverage will be established by the State of Connecticut for the relevant periods, and shall be inclusive of medical, Rx, dental and all administrative fees.
8. SP2.0 design and co-payments shall be as specified in the attached medical, Rx and dental benefit summary documents, attached hereto as Appendix B.
9. The SP2.0 Cigna Vision Rider (lenses and frames) will be offered. However, medical based vision issues and checkups are provided through SP2.0. Premium cost-sharing percentages for vision coverage will be at the same percentage rates as premium cost-sharing for medical and Rx coverage as set-forth above.

10. The Board shall retain its rights under Section 3 of this Article to change insurance carriers (including a change in third-party administrators) in whole or in part, provided there is no decrease in the level of existing benefits as compared with the HDHP/HSA plan offering as set forth in the parties' 2017-2020 collective bargaining agreement. Such HDHP/HSA plan shall be the baseline for determining whether there is a decrease in the level of existing benefits. The Board will not be required to use SP2.0 as such baseline.
11. In the event SP2.0 is amended by the State, such amendments shall be in full force and effect for the term of the collective bargaining agreement, without the necessity of any action by either the Board or the Union, but shall not limit or curtail the Board's rights to leave SP2.0 for an equal or better plan as set forth above in Section 3 of this Article.
12. The SP2.0 contains a Health Enhancement Plan ("HEP") component. All employees participating in the SP2.0 will be required to join the HEP and will be subject to its terms and provisions. Details of the HEP are addressed in the HEP program description as set forth in Appendix B.
13. Participation in the SP2.0 and the HEP are conditioned upon the employee completing and submitting necessary enrollment forms (written or electronic as determined by the administrator) during the specified enrollment period, and also signing an authorization for the deductions of premium cost shares through payroll deductions.
14. In the event SP2.0 Plan administrators impose HEP non-participation or non-compliance premium cost share increases or deductibles (including individual and family deductibles), those sums shall be paid in their entirety by the non-participating or non-compliant employee. No portion or percentage of such premium cost increase or deductible shall be paid by the Board. Non-HEP compliant premium cost increases shall be implemented through payroll deduction, and non-HEP compliant annual deductibles shall be implemented through claims administration. Notwithstanding the above, any amendments to the terms of the HEP shall be applicable to employees participating in the SP2.0.
16. If the total cost of the SP2.0 plan offered pursuant to this agreement triggers an excise tax under the Patient Protection and Affordable Care Act (Internal Revenue Code Section 4980I), or any local, state or federal statute or regulation, or the Board reasonably anticipates that such a tax will apply for a future coverage period, the Board shall have discretion to reopen negotiations with respect to health insurance plan design and funding, premium cost share and/or introduction of an additional optional or alternative health insurance plan.
17. Employees hired on or after July 1, 2017 may be eligible to participate in the Town of East Hampton's Money Purchase Plan & Trust retirement plan (the "Plan"), which became effective January 1, 2013 and which may be amended from time to time. Employees hired on or after July 1, 2017 shall receive Plan information upon hire. Such employees hired on or after July 1, 2017 shall not be eligible for participation in any other pension or retirement plan. This provision of the Agreement is included for

informational purposes only and this benefit is not subject to the grievance procedure. Employees shall remain eligible to voluntarily contribute to a Board sponsored 403b retirement plan. No Board matching contributions shall be made to such plan.

### **ARTICLE XIII** **WAGES**

1. When an employee is required to work temporarily in a job classification higher than that to which the employee has been permanently assigned, the employee shall be compensated at the rate of compensation in his/her temporary classification which is one full increment more than the employee's rate of compensation in the permanent classification.
2. Whenever an employee is permanently moved from a class or grade which has a higher maximum rate of pay, the employee will be paid at the lowest step in the higher class or grade which produces an increase of at least one pay increment.
3. Newly hired employees shall be placed on Step 1 of the salary schedule within their assigned class. The Superintendent shall have discretion to place existing bargaining unit employees who transfer from a position within one class to a position within another class at the step of the salary schedule which he or she deems appropriate. The union representative and the steward of the bargaining group shall be notified electronically of all new bargaining unit employees within seven (7) days of hire. Notification shall include the new employee's hourly rate, job title and school assignment.
4. If an employee is permanently moved from a class or grade to a different class or grade which has a lower maximum rate of pay, he/she shall be paid at the step in the lower class or grade which is closest to his/her current rate of pay.
5. Negotiated wages shall be retroactive to July first of each year, except if otherwise noted in Appendix A.
6. The Board shall provide wages as set forth in Appendix A (Wage Schedule).
7. The job positions in each job classification of Appendix A are as follows:

Classification I - Fiscal Services Associate for Payroll and Insurance and Fiscal Services Associate for Accounts Payable and Insurance.

Classification II - Administrative Assistant to the Curriculum Director, to the Director of Facilities, to the Director of Special Education, to the Principals of Memorial, Center, Middle, High School, and the High School Guidance Office, Main Office Administrative Assistant at Memorial, Middle School, and High School, and Support Services Administrative Assistant at Memorial, Center, Middle and High School.

**ARTICLE XIV**  
**UNION CONVENTION**

1. The Board shall, upon reasonable advance notice, permit one employee to attend one MEUI/CEUI convention or training session each year for a period of one day without loss of compensation.

**ARTICLE XV**  
**SAVINGS CLAUSE**

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

**ARTICLE XVI**  
**PREGNANCY DISABILITY LEAVE**

Employees shall be granted pregnancy disability leave in accordance with the state and federal law. An employee will continue to accrue earned time while she is on a paid disability leave. If the employee is unable to report back to her job at the end of her pregnancy disability leave, she may request a leave of absence for up to six (6) months with her job held or a comparable position.

**ARTICLE XVII**  
**HOLIDAYS**

1. Twelve Month Employees

The following days shall be designated as paid holidays:

New Year's Day	Labor Day
Presidents' Day	Columbus Day
Good Friday	Veteran's Day*
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Martin Luther King Day	Christmas Eve Day (if a week day)
Day after Christmas (if Christmas is on a Thursday)	Christmas Day
One Floating Holiday	New Year's Eve

\* Veteran's Day shall only be a holiday when school is not in session. If school is in session, the Superintendent shall designate another day off when school is not in session.

2. Ten Month Employees

The following days shall be designated as paid holidays:

Christmas Day	Presidents' Day
Labor Day	Good Friday
Columbus Day	Thanksgiving Day
Veteran's Day*	Day after Thanksgiving
Martin Luther King Day	One Floating Holiday
Memorial Day	Christmas Eve Day (if a week day)

Independence Day, provided the holiday falls within the 10 month employee's regular employment year.

\* Veteran's Day shall only be a holiday when school is not in session. If school is in session, the Superintendent shall designate another day off when school is not in session.

3. Ten (10) and twelve (12) month employees will be dismissed early and be paid for a full day on the last day of school prior to the Thanksgiving and Christmas holidays (when school is in session for a half day). Dismissal time shall be 5 1/2 hours (including lunch) from the employee's normal starting time.
4. State Statute shall be used to determine the day holidays are observed.
5. An employee who is required to work on the day of observance of any of the aforesaid holidays when school is not in session shall be compensated at the rate of one and a half times his/her regular hourly rate of all hours worked on said day in addition to his/her holiday pay.
6. Whenever any of these holidays shall occur while an employee is out on sick leave, the employee shall be paid for the holiday at his/her earned rate and his/her sick leave shall not be charged for that holiday.
7. When a holiday occurs during regular vacation, said holiday shall not be charged against the employee's earned vacation time. The employee shall be granted an additional day off mutually agreeable to both the employee and the Superintendent or his/her designee.
8. Any employee required to work on a day designated by the Governor of the State of Connecticut or the President of the United States as a state or national day of mourning shall be allowed a substitute day off with compensation on a date mutually acceptable to the employee and the Board. The compensatory day will be paid at the employee's straight-time rate.
9. If school is scheduled to be in session on any designated holidays, an employee may use a floating holiday with the prior approval of a supervisor.

**ARTICLE XVIII**  
**VACATION**

1. All full-time clerical employees covered under the terms of the Agreement employed on a twelve (12) month basis shall annually be entitled to vacations as follows:
  - a. New Hires: newly hired employees shall accumulate vacation at the rate of one-half working day per full month of employment service up to July 1. For both new hires and bargaining unit members, employment service from date of hire to July 1 shall be considered one year of completed employment service for purposes of the vacation schedule that follows.
  - b. One year of completed employment service but less than five: ten (10) working days
  - c. Five years of completed employment service but less than ten: fifteen (15) working days
  - d. Ten years of completed employment service but less than fifteen: twenty (20) working days.
  - e. Fifteen years of completed employment service or more: twenty-five (25) working days.
2. The vacation schedule will be set by mutual agreement between the Superintendent or his/her designee and the employee, except that seniority will govern in the case of conflicts between employees' selections. Requests for vacations must be submitted by April 1<sup>st</sup>. Requests after that date no longer have prerogative of seniority prevailing.
3. Pro rata vacation pay to the end of the preceding month shall be granted to an employee in the event he /she terminates his/her services with the Board, providing the employee gives the Superintendent or his/her designee at least two (2) weeks' advance written notice of his/her desire to terminate. In the event of an emergency termination this period can be shortened to meet the specific situation through mutual agreement.
4. In the event of an employee's death, his/her pro rata accumulated vacation shall be paid to his/her estate.
5. Vacation time may be accrued in the following manner:

1-4 years of completed service	3 days may be carried over per year
5-9 years of completed service	4 days may be carried over per year
Over 10 years of completed service	5 days may be carried over per year

A total of no more than fifteen (15) carryover days can be accrued at any time.

6. During an authorized unpaid leave of absence in excess of ten (10) days in any given month, vacation days shall not accrue on a pro rata basis for that month. Workers' Compensation shall not be construed as unpaid leave.
7. For accumulation of vacation time, completed years of service for East Hampton Public Schools will be used to determine time granted. Employees who have worked a ten-month schedule and subsequently take a twelve-month position shall have their ten-month work prorated (10/12) to determine the amount of vacation coverage they receive as a twelve-month employee.

## **ARTICLE XIX** **MISCELLANEOUS**

### 1. Early Dismissal for Emergency/Weather

In the event schools are closed early and the faculty is dismissed, employees will be allowed to leave with no loss of pay once the Superintendent or his/her designee notifies each building, and until buses have delivered students from their school and have been brought home and buses are back to the bus yard.

### 2. Late Opening for Emergency/Weather Reasons

In the event schools are open late (one to two hours) due to weather or other emergency reasons, employees are to report to work at the same time as the delay and will be compensated at their full rate as if they had worked a full day. On days when school is closed, the Superintendent shall have the option to determine if 12 month employees shall come in to work or work from home.

3. Employees shall have the option to use paid personal leave or vacation days when school is closed due to inclement weather or other emergencies.

### 4. Cars

Personal vehicles will not be used for school business except when authorized by the Superintendent or Principal; reimbursement will be at the applicable IRS rate. Secretaries shall not drive students in their personal vehicles.

### 5. First Aid

In accordance with Connecticut General Statutes Section 10-212a, school secretaries will not be required to administer first aid or medication.

6. Training

New hires or transfers will receive mandatory computer training if the administration deems it necessary before being asked to perform the complete job duties of the position.

7. Substitute Coverage

In the event a member of the bargaining unit is absent from their position due to illness, personal reason, or vacation, or the position becomes vacant, a substitute may be hired to cover that position with the following conditions:

- a. All paid hours available will be offered to present union staff first and they will be paid at their current hourly rate for all hours covered.
- b. If no union employee is available to cover, a substitute may be hired at the discretion of the building administrator (ie. Part time secretary) and they will be paid at their current hourly rate not to exceed a two week period.
- c. If the absence is longer than two weeks, and a substitute is hired to cover the position and will be working more than 19 ¾ hours per week, then, effective on the eleventh (11th) day, the substitute will be placed on step 1 of the contract until such time as the employee returns or a new person is hired for the position.

**ARTICLE XX  
UNION PICNIC**

1. Each member of this bargaining unit may be released from one-half of his/her shift in order to attend one Union picnic per year.

**ARTICLE XXI  
PAYMENT FOR SERVICES**

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

**ARTICLE XXII  
SCHOOL FACILITIES**

Upon request through the principal of the school, the Union will have the right to use school buildings at reasonable times at no cost as long as such use does not disrupt school operations.

**ARTICLE XXIII  
JOB DESCRIPTIONS**

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



**ARTICLE XXIV**  
**RE-EVALUATION**

An employee whose duties have significantly been changed may request a meeting with the building principal to discuss the situation. If the employee's supervisor agrees that an employee's job duties have changed significantly, the supervisor must request a re-evaluation of that position by the Superintendent or designee.

**ARTICLE XXV**  
**PERFORMANCE EVALUATION**

1. If management elects to do performance evaluations, management will make a reasonable effort to evaluate every bargaining unit member in writing.
2. An employee may request to meet with their building principal to discuss significant changes to their job duties. If the building principal agrees that the employee's job duties have changed significantly, the building principal shall advise the Superintendent of the same and request that the employee receive additional compensation as appropriate or a reassignment of job duties. Advances in technology (i.e. the use of new computer software) do not constitute significant changes to job duties.

**ARTICLE XXVI**  
**DISCIPLINARY ACTION**

Written reasons for all suspensions and discharges must be given to the employee in person or by mail and the Union at the time of the suspension or discharge, except in cases of emergency suspension or discharge, in which case written reasons will be supplied as soon as possible.

**ARTICLE XXVII**  
**PROFESSIONAL SEMINARS**

1. There shall be established a \$1,100 pool per fiscal year to be used at a rate of no more than \$225 by any one individual each year for the purpose of attending professional seminars. Funds would be granted on a first come, first serve basis subject to approval by the immediate supervisor and the Superintendent. Time off will be granted, at the Superintendent's discretion, to attend these seminars should they fall within the work week. Every effort will be made to allow each member of the bargaining group an equal opportunity to attend seminars over the life of the contract.
2. One thousand fifty dollars (\$1,050) will be budgeted during each year of this contract to reimburse employees for college tuition and related expenses. Employees wishing to apply for such reimbursement shall apply in writing, in advance of attending the course, to the Superintendent of Schools. Such application must include: name of school/college; course name; cost information; and a detailed explanation of how such a course will upgrade the skills and/or knowledge necessary for performing the employee's job. Reimbursements per year per employee will not exceed \$350.00 and will be processed for

payment upon submission of a paid receipt. Requests will be approved on a first-come, first-serve basis until all the money is expended.

**ARTICLE XXVIII**  
**LONGEVITY**

1. Employees on the payroll on the specified dates of longevity payments shall receive longevity compensation.
2. Longevity shall be based solely on years of completed employment service with the Board as of November 1 each year. Longevity payments shall be made on the following schedule:

5 years of completed service	\$300.00
10 years of completed service	\$450.00
15 years of completed service	\$600.00
20 years of completed service	\$750.00
25 years of completed service	\$875.00
3. The annual longevity payment shall be due and payable in one (1) installment, no later than November 30. Longevity payments shall be included in the employee's total earnings for the purpose of determining their pension benefits.
4. New employees hired by the Board on or after July 1, 2017 shall not be eligible for longevity payments.

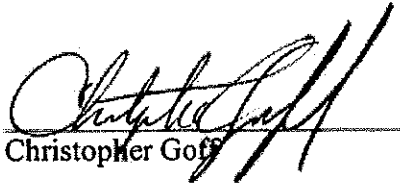
**ARTICLE XXIX**  
**DURATION**

This Agreement shall be effective on July 1, 2021, and remain in full force and effect through the thirtieth day of June 2024.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2021.

**[SIGNATURE PAGE FOLLOWS]**

**For the Town of East Hampton  
Board of Education**

  
\_\_\_\_\_  
Christopher Goff

**For the East Hampton School Secretaries  
Municipal Employees Union Independent**

  
\_\_\_\_\_

**APPENDIX A\***  
**SALARY SCHEDULES\*\***

<u>Step</u>	<u>Effective</u> <u>7/1/21</u>	<u>Effective</u> <u>7/1/22</u>	<u>Effective</u> <u>7/1/23</u>
<u>Class I Hired on or Before 6/30/17</u>			
1	\$29.94	\$30.76	\$31.61
<u>Class I Hired on or After 7/1/17</u>			
1	\$26.99	\$27.53	\$28.08
2	27.87	28.43	28.99
3	28.42	28.99	29.57
<u>Class II</u>			
1	\$23.15	\$23.61	\$24.09
2	23.89	24.37	24.86
3	24.65	25.14	25.64
4	25.33	25.84	26.36
5	26.14	26.66	27.19
6	26.95	27.49	28.04

\* Effective July 1, 2021 all secretaries who were Class III secretaries as of June 30, 2021 shall become Class II secretaries and shall be paid in accordance with the above 2021-22 Class II secretary wage schedule. Such former Class III secretaries shall not advance a step in addition to the change in class designation. Effective July 1, 2021 all Class I secretaries and secretaries on the Class II wage schedule as of June 30, 2021 who are not at top step shall advance one step. There shall be no step movement in the second year of the agreement. Effective July 1, 2023 all eligible employees shall advance one step.

\*\* In the first and third years of the contract off-step employees and secretaries who are at top-step (but not including top-step Class III secretaries who will become Class II secretaries effective July 1, 2021) shall receive general wage increases corresponding to the percentage value of the combined general wage increase and step increment movement of the highest step level employees on the above salary schedule.

# CONNECTICUT PARTNERSHIP PLAN



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## ***A Great Opportunity for Very Valuable Healthcare Coverage***

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

*The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150\*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of-network. But, when you see in-network providers, you pay less. That's because they contract with Anthem Blue Cross and Blue Shield (Anthem)—the plan's administrator—to charge lower rates for their services. You have access to Anthem's State Bluecare POS network in Connecticut, and access to doctors and hospitals across the country through the BlueCard® program.*

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

Look inside for a summary of medical benefits, and visit [www.anthem.com/statect](http://www.anthem.com/statect) to find out if your doctor, hospital or other medical provider is in Anthem's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.



BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum) <i>Waived for HEP-compliant members</i>	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay <i>after</i> you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$0 copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays <sup>1</sup> ** High Cost Testing (MRI, CAT, etc.)	\$0 copay (your doctor will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)

<sup>1</sup> IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility. Outside your carrier's immediate service area: no co-pay.

<sup>1</sup> OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance. Outside of carrier's immediate service area: deductible plus 20% coinsurance.



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

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

\*\* Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from Anthem. If you use out-of-network providers, you are responsible for obtaining prior authorization from Anthem.

# Be the picture of health

Check out these programs and services to be your healthy best

## Need a doctor? Choose a State of Connecticut preferred doctor and save

When you see a Primary Care Physician (PCP) or specialist in your State of Connecticut preferred network (also referred to as Tier 1 in your health plan), there's no office visit copay. These doctors cost less than doctors outside of your plan.

- Visit [anthem.com/stalect](http://anthem.com/stalect) and choose **Find a Doctor**.
- Call the Enhanced Member Service Unit at 1-800-922-2232, for more information or to find out if your doctor is in Tier 1.

## Use Site-of-Service providers to get 100% coverage for lab tests, X-rays, and high-cost imaging

Site-of-Service (SOS) providers give you 100% coverage with a \$0 copay. Your plan will cover only 80% of the cost when you get these services from other providers.

- Call the Enhanced Member Service Unit at 1-800-922-2232 to learn more.

## Find support for mental health issues

If you or a family member needs mental health or substance use care or treatment, we have specialists and designated programs that can help and/or direct you to the type of care that you need.

- Call an Anthem Behavioral Health Care Manager at 1-888-605-0580.
- Visit [anthem.com/stalect](http://anthem.com/stalect).

## See a doctor, psychologist or therapist from home or work with LiveHealth Online

With LiveHealth Online you can see a board-certified doctor on your smartphone, tablet or computer with a webcam. Doctors can assess your health, provide treatment options and send a prescription to the pharmacy of your choice, if needed.<sup>2</sup> If you're feeling stressed, worried or having a tough time, you can see a licensed psychologist or therapist through LiveHealth Online Psychology. It's private and in most cases you can see a therapist within 4 days or less.<sup>3</sup>

- Learn more and enroll at [livehealthonline.com](http://livehealthonline.com) or use the free mobile app.

## How to find care right away when it's not an emergency

The emergency room shouldn't be your first stop — unless it's a true emergency (then, call 911 or go to the ER). Depending on the situation, there are different types of providers you can see if your doctor isn't available.

- Visit a walk-in doctor's office, retail health clinic or urgent care center.
- Have a video visit with a doctor through LiveHealth Online.
- Call 24/7 NurseLine at 1-800-711-5947 to speak with a nurse about symptoms or get help finding the right care.

## Get access to care wherever you go

If you travel out of Connecticut, but are in the U.S., you have access to doctors and hospitals across the country with the BlueCard® program. If you travel out of the U.S., you have access to providers in nearly 200 countries with the Blue Cross and Blue Shield Global Core® program.

- Call 1-800-810-BLUE (2583) to learn more about both programs. If you're outside the U.S., call collect at 1-804-673-1177.<sup>3</sup>

## It's easy to manage your benefits online and on the go

- Find a doctor, check your claims and compare costs for care near you at [anthem.com/stalect](http://anthem.com/stalect).
- Use our free mobile app (search "Anthem Blue Cross and Blue Shield" at the App Store<sup>4</sup> or Google Play<sup>TM</sup>) for benefit information and to show your ID card, get directions to a doctor or urgent care center and much more

## Customer service helps you get answers and much more

The State of Connecticut Enhanced Member Service Unit can give you information on benefits, wellness programs and services and everything mentioned in this flier.

- Call them at 1-800-922-2232.
- Visit [anthem.com/stalect](http://anthem.com/stalect).

<sup>1</sup> Designated as Tier 1 in our Find a Doctor tool. Eligible specialties include allergy and immunology, cardiology, endocrinology, ear nose and throat (ENT), gastroenterology, OB/GYN, ophthalmology, orthopedic surgery, rheumatology and urology.

<sup>2</sup> Prescription availability is defined by physician judgment and state regulations.

<sup>3</sup> Appointments subject to availability of therapist

<sup>4</sup> Blue Cross Blue Shield Association website: Coverage Home and Away (accessed March 2019):

[bcbs.com/already-a-member/coverage-home-and-away.html](http://bcbs.com/already-a-member/coverage-home-and-away.html).

LiveHealth Online is the trade name of Health Management Corporation, a separate company, providing telehealth services on behalf

of Anthem Blue Cross and Blue Shield. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. Independent

licensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc. 59142CTHENAABS Rev 03/19







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

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

++ Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

***Preferred and Non-Preferred Brand-Name Drugs***

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

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

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

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It is not enough for your doctor to note "dispense as written" on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

***Mandatory 90-day Supply for Maintenance Medications***

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

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

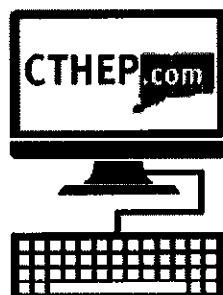


The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

**Health Enhancement Program Requirements**

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2021 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0 - 5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 5 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	N/A	1 screening between age 45-49	As recommended by physician
Cervical Cancer Screening	N/A	N/A	Pap smear every 3 years (21+)	Pap smear every 3 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years, Annual FIT/FOBT to age 75 or ColoGuard screening every 3 years



*The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.*



***Additional Requirements for Those With Certain Conditions***

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

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

***If You Do Not Comply with the requirements of HEP***

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

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

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

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

**Care Management Solutions**

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

**CONNECTICUT  
PARTNERSHIP PLAN**



**YOUR BENEFIT RESOURCES**

*Office of the State Comptroller, Healthcare Policy & Benefit Services Division*

**|** [www.osc.ct.gov/ctpartner](http://www.osc.ct.gov/ctpartner)

**|** 860-702-3560

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***Anthem Blue Cross and Blue Shield***

**|** [www.anthem.com/statect](http://www.anthem.com/statect)

**|** Enhanced Dedicated Member Services: **1-800-922-2232**

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***Caremark (Prescription drug benefits)***

**|** [www.caremark.com](http://www.caremark.com)

**|** 1-800-318-2572

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***CIGNA (Dental and Vision Rider benefits)***

**|** [www.cigna.com/stateofct](http://www.cigna.com/stateofct)

**|** 1-800-244-6224

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

**|** [www.cthep.com](http://www.cthep.com)

**|** 1-877-687-1448

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