

COLLECTIVE BARGAINING AGREEMENT
EAST HAMPTON BOARD OF EDUCATION
AND
EAST HAMPTON PARAEDUCATORS
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

Section One. The Board recognizes the Union as the exclusive collective bargaining agent for all paraeducators who work more than twenty (20) hours per week in the East Hampton Public School System, including but not limited to:

Class I – Instructional Paraeducators

This classification will include all paraeducators assigned primarily to:

- ❖ Library Media Center
- ❖ Math Tutors
- ❖ Reading Resource Center
- ❖ Special Education/Personal Hygiene Services

Class II – Support Paraeducators

This classification will include all paraeducators working in a capacity other than those contained in Class I.

Section Two. In meeting the twenty hour (20) threshold from Section 1, all hours worked shall count for part-time paraeducators, regardless of duties performed. Any employee who meets the threshold for more than five weeks during a school year will remain in the bargaining unit for at least the remainder of the school year.

Section Three. Temporary paraeducators who work less than forty (40) consecutive days per calendar year, who are hired to replace paraeducators on authorized leaves of absence, are excluded from this Agreement.

Section Four. 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 AND RIGHTS

Section One. During the terms of this contract or extension thereof, all employees in the Collective Bargaining Unit may elect to 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 e-mail addresses of any newly hired employee within seven (7) days of the date of hire.

Section Two. 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

Section Three. 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).

Section Four. The deduction of Union dues for any month shall be made on a biweekly basis during the applicable month and shall be remitted to the Financial Officer of the Union not later than the third Thursday of the following month. The monthly dues and/or fee remittances to the Union will be accompanied by the list of names of employees from whose wages dues deductions have been made.

Section Five. No dues or fees will be deducted from an employee on sick leave who has exhausted accumulated sick leave or while collecting Workers' Compensation.

Section Six. The Board agrees to provide space on a bulletin board in each building under its supervision in which members of the bargaining unit work 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.

Section Seven. Union representatives and stewards shall be permitted to enter any of the schools and remain on the premises, with prior approval of the building principal for the limited purpose of discussion, 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.

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 to see the employee from the employee's supervisor.

Section Eight. The Board shall post an electronic copy of the contract on its website within thirty (30) days after the signing of this Agreement.

Section Nine. The Board will provide the MEUI office with one (1) signed contract after the signing of the Agreement.

Section Ten. 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.

ARTICLE III NON-DISCRIMINATION

Section One. 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 in the application of the terms of the contract. This provision may be grieved only through the Superintendent's level.

ARTICLE IV HOURS OF WORK AND OVERTIME

Section One. The work year shall be as determined by the Board of Education in the master school calendar, not including any additional paid training days when school is not in session or holidays. The work schedule for paraeducators for each school shall be determined at the beginning of the school year by the building principal and/or the Director of Special Education & Pupil Personnel Services or the Superintendent or his or her designee. The normal work schedule for full-time paraeducators shall be thirty (30) to thirty-nine (39) hours per week dependent upon position.

Section Two. The paraeducators shall be entitled to an uninterrupted, duty-free one-half (1/2) hour lunch and one (1) fifteen (15) minute break per day as scheduled by their immediate supervisor. If paraeducators are required, due to emergency circumstances, to work during their lunch period, they shall be compensated for their lunch time.

Section Three. Employees who have an on-going outside employment commitment for after school hours, may apply to the Superintendent for written authorization to take time off without pay on days when early dismissal for students is scheduled on the school calendar. Such application must be made to the Superintendent in writing at the beginning of each school year, or when appointment to such outside employment is made after the school year begins.

Section Four. Employees shall be notified of schedule changes or changes in work location at least two (2) weeks in advance when possible. The Union shall be notified of all schedule changes and the reason(s) therefore.

Section Five. When a paid holiday, as defined in this Agreement, falls during the workweek, it shall be included as hours worked in determining overtime.

Section Six.

Overtime.

- a. Time and one-half shall be paid for:
 - 1. All work performed in excess of forty (40) hours per week;
 - 2. All work performed on Saturdays.
- b. Straight time will be paid up to and including forty (40) hours per week.
- c. Double time shall be paid for work on Sundays and holidays.
- d. Work above and beyond the normal work schedule shall be distributed as equally as possible within each school, provided the employees have the competency to perform the tasks.

Section Seven. An attempt will be made to divide special duties (i.e. lunch, bus, or recess duty) equitably among paraeducators.

Section Eight. Paraeducators shall be paid for all time worked.

Section Nine. It is recognized by the Union and the Board that in a continuing effort to provide quality service to students, paraeducators may require an adequate amount of time devoted to preparation. If a paraeducator feels that preparation time is necessary, he/she shall discuss the matter with his/her classroom teacher who in turn shall clear it with the building administrator. Requests by paraeducators for preparation time shall be granted when possible.

Section Ten. Paraeducators shall be informed in writing by June 30 of each year as to their tentative building and job assignment if either is changed from the prior year. Confirmation of changes in the above, if any, will be provided by the building principal or Director of Special Education & Pupil Personnel Services or the Superintendent or his or her designee one week prior to the opening of school.

Section Eleven. New hires will be provided with a salary notification form including building and job assignment within two (2) weeks of hire.

**ARTICLE V
PRIOR RIGHTS AND BENEFITS**

Section One. 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.

Section Two. 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.

Section Three. All past practices, procedures and customs not specifically incorporated in or protected by this Agreement are hereby rendered null and void.

Section Four. Rights of the Board. 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 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; 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 or funds within the appropriated budget as it shall deem desirable., Their rights, responsibilities and prerogatives are not subject to delegation in whole or in 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

Section One. Seniority shall be defined as status for specific purposes based on an employee's uninterrupted full-time service with the Board, from date of last hire, including all authorized paid or unpaid leave, provided the employee returns to work immediately at the conclusion of such leave, except for purposes of layoff and recall. Those employees whose hours have been involuntarily reduced will continue to accrue seniority up to two (2) years. If full-time status (20 hrs per week) is resumed after a period of two (2) years from when hours were first reduced, the seniority will be added to prior accrued seniority from the date of resumption of full-time status. An employee who resigns loses all seniority.

Section Two. The Board shall prepare a list of all employees covered by this Agreement showing their seniority in the length of service and deliver the same to the Union office via e-mail by October 1 of each year.

Section Three. 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 ninety (90) days. Upon completion of this period, the name of the new employee shall be added to the seniority list commencing on the date of his/her employment.

Until expiration of the first ninety (90) days, he/she 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 or arbitration provisions of this Agreement. However, if requested, an employee who does not successfully complete his/her first ninety (90) days shall be entitled to an exit conference with designee of the Board to discuss reasons for such failure.

Section Four. The Union Steward who has been employed for at least four (4) months shall be deemed to have highest seniority for purpose of selections for layoff. The steward shall be protected from having his/her hours reduced below (20) hours per week.

Section Five. Seniority will not be broken by an 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.

Section Six. For employees covered by the 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

Section One. Job vacancy is defined as an opening created by death, retirement, resignation, dismissal or new position in the classification listed in the salary schedule.

Section Two. The matter of filling job vacancies covered by the Agreement shall be solely within the control of the school administration in accordance with the terms of this section.

Section Three. All job openings covered by this Agreement shall be posted in each school and at the office of the Board of Education for at least five (5) working days, and the Union will be notified of the vacancy via e-mail. Postings shall include the job classification (Class 1 or 2) of the opening.

Section Four. Employees desiring to apply for a vacancy shall file an application online or as directed by the notice and within the posted time limit.

Section Five. In filling vacancies considerations shall be given first to the present staff on the basis of seniority and/or transfer requests 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.

- a. If an employee is hired from the outside work force, the Board will notify the Union via e-mail at the time of the appointment of the new employee.
- b. An employee must request a transfer annually.

Section Six. In the event that a vacancy is to be filled, an attempt must be made to fill such a vacancy within sixty (60) calendar days of the date that a particular position has been vacated and one hundred twenty (120) calendar days from the date that a new position has been created.

Section Seven. 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 pay increment, provided, however, the employee has worked in such position for at least five (5) consecutive days.

Section Eight. If an employee is performing approved work outside of the bargaining group, he/she shall be paid for all hours of work, once he/she exceeds two (2) hours a day, at the applicable hourly rate of the position for which work is being performed. The number of hours paid under this clause will be documented on time cards and approved by the applicable supervisors.

ARTICLE VIII LAYOFF, RECALL, REDUCTION OF HOURS, TRANSFER

Section One.

Budget cuts affecting the paraeducators shall be discussed with the Union, and both the paraeducators and the Union shall be notified no later than August 1.

Section Two. Whenever a workforce reduction or a reduction of hours in a classification is required, the reduction shall be made in the following manner: bargaining unit employees shall be the last group laid off or have hours reduced within the classification, in inverse order of seniority, provided all qualifications as called for in the job description are substantially equal.

Section Three. In the event of a layoff or reduction of work hours, the employee affected shall be allowed to bump the least senior employee within the classification provided the replacing employee:

- a. has more overall seniority than the employee he/she replaced; and
- b. is capable of performing his/her duties in the reasonable judgment of the Superintendent.

Section Four. A laid off individual's name shall be placed on a recall list for a period of two (2) years subject to recall in order of seniority (from highest to lowest). The laid off individual shall have the right to be recalled to the classification which he/she was laid off if a position should become vacant. 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. Seniority will accrue during a period of layoff provided the employee returns to work within two (2) years.

No person shall be newly employed in a classification that includes an individual on the recall list until all persons on the recall list in the classification have been notified by certified mail sent to the individual's last known address and such individual either is offered employment or declines such reemployment offer. It shall be the laid off individual's responsibility to notify the Superintendent of Schools of his/her current address.

An individual who declines an offer of reemployment 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 reemployment.

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.

Section Five. Involuntary transfer of personnel between buildings and/or work shifts may be initiated by the Superintendent of Schools or his/her designee. When it becomes necessary to fill a vacant position through transfer of existing employees, such transfer shall first be offered to those employees who have a transfer request on file for at least thirty (30) days. In the event there are no employees who have a transfer request on file, such transfer shall then be accomplished by requesting volunteers. During the school year when a volunteer is unavailable part-time staff shall be transferred from a school before full-time staff. In making personnel transfers the needs and interests of the affected parties will be given consideration but the overall welfare of the school system and the needs of students will be considered paramount.

Section Six. 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 disciplinary consequence.

ARTICLE IX PERSONNEL RECORDS

Section One. An employee covered hereunder shall, upon his/her request, be permitted to examine and copy any and all materials in his/her personnel file during regular business hours and with reasonable notice. The Union may have access to any employee's records upon presentation of written authorization by the said employee.

Section Two. 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.

Section Three. An employee retains the right to grieve up to and including (but no further than) 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

Section One. Paraeducators shall accrue twelve and-a-half (12.5) days of sick leave at the commencement of each school year with a maximum accrual of one hundred forty (140) days. Each employee shall be notified of his/her accumulated sick leave by letter in September of each fiscal year, via the current benefits notice form.

Sick leave may be used in the following cases:

- a. personal illness;
- b. enforced quarantine of the employee in accordance with community health regulations;
- c. dental or medical appointments with the prior written approval of the supervisor. No more than five appointments per year will be covered under this provision. No sick leave shall be charged if such appointments are of two (2) hours duration or less at the end or beginning of the work day. A full day of sick leave shall be charged if such absence is in excess of two (2) hours.

A doctor's certificate showing dates of illness or incapacity will be mandatory after five (5) consecutive working days of absence.

Section Two. Other Personal Absence. A total of four (4) personal leave days per year will be granted for each employee. Personal leave days may be used in increments of two hours or full or half days. Personal days shall be granted for business which cannot be transacted outside of school hours and is necessary to be performed on a workday such as the following:

- a.
 - ❖ Illness in the immediate family
 - ❖ Bereavement -- immediate family, relatives or close friends
 - ❖ Funeral attendance
 - ❖ Legal obligations
 - ❖ Marriage-self
 - ❖ Wedding attendance
 - ❖ Graduation exercises
 - ❖ Observance of religious holiday
 - ❖ Birth or adoption of child
 - ❖ Emergency situations
 - ❖ Financial business
 - ❖ Family responsibility

- b. The immediate family shall be defined to include parents, grandparents, spouse, child, siblings, spouse's parents, legal guardians, and any other relatives living in the employee's household.
- c. Under unusual circumstances, the Superintendent of Schools may, in a particular instance, grant additional personal days and extend the maximum allowance of four (4) days per year after all days have been used or about to be used.
- d. In the case of extenuating circumstances, personal leave may be used in conjunction with other leave with approval from the Superintendent or his/her designee.

Section Three. Military Leave. Military leave shall be granted in accordance with Connecticut State Statute. 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 paraeducator's regular pay.

Section Four. Jury Duty. Employees shall be entitled to full pay at their base rate for absence because of jury duty, less the fee paid with respect to such jury duty. In order to be eligible for full pay, an employee who is dismissed from jury duty before 12:00 PM shall return to work. Employees are encouraged to exercise their option to initially postpone jury duty to summer non-school months.

Section Five. Leave of Absence. 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.

Section Six. 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, not to exceed 130 days.

Section Seven. Workers' Compensation. Workers' Compensation leave, as distinguished from sick leave, shall mean leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties.

The Board 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 for a total period not to exceed ninety (90) days. Said amount shall be payable at the time benefits are paid by the compensation carrier and in accordance with the procedures, rules and regulations of the Board and carrier.

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

An employee may request the use of his/her sick leave or vacation pay while awaiting Workers' Compensation payments. When the Compensation check is paid, it will be sent to the Superintendent or his or her designee which will audit the time and make the necessary adjustments.

Section Eight. 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.

Section Nine. Pregnancy Disability Leave. Employees shall be granted pregnancy disability leave in accordance with the 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 a pregnancy disability leave, she may request a leave of absence for up to six (6) months with the job held or a comparable position.

ARTICLE XI GRIEVANCE PROCEDURE

Section One.

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

Section Two.

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 the specific provisions 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 be business days.

Section Three.

Time Limits.

- a. If a grievance is not filed in writing at Level One within twenty (20) working days after the grievant knew 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.
- 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.

Section Four.

Level One – School Principal/Immediate Supervisor.

- a. If any 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.

Section Five.

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 fourteen (14) days after receipt of the referral, meet with the grievant and a representative of the Union for the purpose of resolving the grievance, and render his/her decision and the reasons therefore in writing to the grievant, with a copy to the Union.

Section Six.

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 thirty (30) 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.

Section Seven.

Level Four – Arbitration.

- a. 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 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 Connecticut Board of Mediation and Arbitration (SBMA) except for discharge and suspension cases, which shall be submitted to the American Arbitration Association (AAA).
- 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 AAA or SBMA 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.

Section Eight.

In the 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 BENEFITS

Section One. Eligible employees as defined in the Agreement who are regularly scheduled to work twenty (20) or more hours per week shall be entitled to participate in the insurance plans provided by the Board of Education as set forth in this Article.

Section Two. During the term of the Agreement the Board may offer any additional health insurance plans with Board determined plan design and premium cost shares. If the Board's additional plan offering is due to the obligations of the Affordable Care Act the Board agrees to negotiate the impact of such additional plan(s) prior to implementation.

Section Three. Employees shall receive life insurance with accidental death and dismemberment benefits totaling to the nearest \$500 of each employee's wage at the Board's expense. Upon retirement, an employee may elect to participate in a life insurance program if permitted to do so by the existing life insurance agency. Retirees will assume the full cost of such coverage.

Section Four. Notwithstanding the foregoing, for budgetary purposes, 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.

Section Five. Each year, the bargaining unit members who were hired prior to July 1, 2011 may elect not to participate in the medical and dental insurance benefits set forth above and, instead, shall receive an annual payment in the amount of \$1,100.

The election must be made in writing during the annual insurance open enrollment period. The Board shall issue the applicable reimbursement in one lump sum payment by June 30. Once an election has been exercised, it cannot be changed until the next annual open enrollment period of the following year. Changes in insurance status should be addressed to the Budget Analyst. This provision does not apply to members who commence work on or after July 1, 2011.

Section Six. Class 2 paraeducators who are hired on or after July 1, 2017 and are regularly scheduled to work twenty (20) or more hours per week shall only be eligible to enroll in Board-offered single health and dental insurance in accordance with the premium cost share percentages and deductible co-funding rates set forth below. Such paraeducators may elect to purchase two person/family coverage at one hundred percent (100%) cost of the Board's group rates minus the cost of single coverage at the applicable premium cost share below, as it may be permitted by the Board's insurance carrier.

Class 1 paraeducators regularly scheduled to work twenty (20) or more hours per week shall be eligible to enroll in Board-offered single, employee + one and family health and dental insurance

at the above-specified premium cost shares and with the below-specified deductible co-funding regardless of date of hire.

Section Seven. Paraeducators hired on or before June 30, 2017 are covered by the Master Pension Plan of the Town of East Hampton.

Paraeducators 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. Paraeducators 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.

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

Section Nine. 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.

Section Ten. 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, eligible paraeducators shall pay 17.5% of the premium cost share for medical and Rx coverage.
- Effective July 1, 2022, eligible paraeducators shall pay 18% of the premium cost share for medical and Rx coverage.
- Effective July 1, 2023, eligible paraeducators shall pay 18.5% of the premium cost share for medical and Rx coverage.

Section Eleven. Effective July 1, 2021, eligible 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.

Section Twelve. 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.

Section Thirteen. 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.

Section Fourteen. 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.

Section Fifteen. The Board shall retain its rights under Section Four 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.

Section Sixteen. 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 Four of this Article.

Section Seventeen. 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.

Section Eighteen. 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.

Section Nineteen. 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.

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

ARTICLE XIII SCHOOL FACILITIES

Upon request through the principal, the Union will have the right to use school buildings at reasonable times at no cost.

ARTICLE XIV WAGES

Section One. Newly hired employees may be hired on steps 1-5 based on prior relevant experience as determined by the Superintendent. Newly hired employees having significant experience may be placed at an appropriate step higher than Step 5, relative to but no higher than the placement of current bargaining unit members, as determined by the Superintendent. The union representative shall be notified of new hires and their rates of pay via e-mail within seven (7) days of hire. See Appendix A for the salary schedules.

Section Two. When a paraeducator's assignment for the school year requires that 50% or more of the full school day be spent providing a special education student the personal hygiene services of toileting, personal feeding and/or diapering, as determined by the Superintendent and or/designee, such paraeducator will be paid an additional wage stipend of \$.50 per hour, which will be included with the paraeducator's regular pay. At the start of each school year, or later in the school year when a change in assignment is made, the administration shall designate the paraeducators whose work assignments qualify them for this stipend.

Section Three. Whenever an employee requests and is permanently moved from a class or grade to a different class or grade which has a higher maximum rate of pay, the employee will be paid at the step in the higher class or grade which produces an increase of not less than an increment in his/her class or grade.

Section Four. Whenever an employee requests and 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.

Section Five. When a paraeducator is required to cover a class without the supervision of, and in the absence of the teacher, he/she will be entitled to a \$4.00 per hour differential for any fraction of an hour over fifteen (15) minutes. Effective July 1, 2021 such amount shall be increased to \$5.00 per hour. Effective July 1, 2022 such amount shall be increased to \$6.00 per hour. Effective July 1, 2023 such amount shall be increased to \$7.00 per hour.

Section Six. Paraeducators will be paid at their hourly rate for time worked other than their regular working schedule, i.e., open houses, conferences, field trips, etc.

Section Seven. Pay in addition to a paraeducator's regular salary shall be granted upon approval of the principal.

Section Eight. Paraeducators who substitute a whole day for an absent teacher shall be guaranteed that their day's pay will be the higher of:

- a. their hourly rate plus a differential; or
- b. the going substitute rate of pay.

Section Nine. Employees who are asked by written request of the Principal or Director of Special Education & Pupil Personnel Services or Assistant Superintendent to work the day

before school begins will be compensated at the applicable rate. Such notice will be mailed to the employee a minimum of five (5) days before the day prior to the opening of school.

ARTICLE XV DISCIPLINARY ACTION

Section One. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which discipline is being applied.

Section Two. The supervisor shall confer with the paraeducator if he/she feels the paraeducator has not met acceptable standards for performance and/or conduct in the course of his/her employment. Progressive disciplinary procedures will be followed if performance or conduct is not improved within a reasonable amount of time. Such discipline may include verbal warnings, written warnings, suspension or discharge. Notwithstanding the foregoing, the progressive discipline procedure may be by-passed when warranted by serious performance deficiency or misconduct.

Section Three. All suspensions and discharges must be stated in writing with a reason(s) given and a copy given to the employee at the time of such suspension or discharge. The Union will be notified by certified mail as soon as possible.

Section Four. No employees shall be discharged without just cause.

Section Five. An employee who is being interviewed concerning an incident which may subject him/her to disciplinary action may have a Union steward or other Union representative present. If the employee decides during an interview he/she needs a representative, the meeting will come to a close until the Union representative can be present.

Section Six. Whenever it becomes necessary to discipline an employee and apprise the employee of his/her shortcomings, the supervisor vested with that responsibility shall undertake such talks in a manner that will not cause embarrassment to the employee.

Section Seven. All disciplinary actions may be appealed through the established grievance procedure.

ARTICLE XVI UNION CONVENTION

Section One. The Board shall, upon reasonable advance notice, permit one (1) employee, whom the Union designates, to attend one (1) convention each year without loss of pay or benefits.

ARTICLE XVII SAVINGS CLAUSE

Section One. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion hereof or provision herein shall become inoperative or fail by reason of the invalidity

of any other portion or provision, and the parties do hereby declare that 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 article, section, sentence, clause or phrase.

ARTICLE XVIII HOLIDAYS

Section One. The following days shall be designated as paid holidays:

Presidents' Day	Labor Day
Memorial Day	Columbus Day
Martin Luther King Day	Veterans' Day
Good Friday	Thanksgiving Day
Day after Thanksgiving	Christmas Day

The paraeducator will also be paid for a full day on the last school day prior to the Thanksgiving and Christmas holidays.

If school is scheduled to be in session on any designated holidays, paraeducators will receive a floating holiday in lieu of the holiday, the scheduling of which is subject to approval of the paraeducator's supervisor.

Section Two. State statute shall be used to determine the day holidays are observed.

Section Three. Holidays falling on a Saturday shall be observed on the Friday preceding the Saturday if the schools are closed on that Friday.

Section Four. 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.

Section Five. 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, if school is in session, shall be allowed a substitute day off with compensation on a date mutually acceptable to the employee and the Board.

Section Six. Any employee required to work on the day of observance of a paid holiday, when school is in session shall be granted applicable overtime pay.

ARTICLE XIX EMPLOYEE EXPENSE

Section One. Employees who are authorized in advance to use their own vehicle for school business shall be entitled to compensation at the current IRS rate. No employee will be required to drive his/her car, except between school job assignments or during an extreme emergency.

Section Two. Employees will not be obligated to use their cars to transport children.

**ARTICLE XX
EMPLOYEE PROTECTION**

Section One. The Board of Education employees are protected and saved harmless according to Connecticut General Statutes 10-235. This provision shall not be subject to the grievance procedure.

**ARTICLE XXI
MISCELLANEOUS**

Section One. Paraeducators who are working on days when schools are ordered closed early or opened late will be compensated at their full rate as if they were actually working. If the faculty is dismissed early, the paraeducators will be also, at no loss of pay or benefits.

**ARTICLE XXII
PAYMENT FOR SERVICES**

Section One. Employees shall be paid on an hourly basis.

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 and shall be paid on the same day of every other week.

**ARTICLE XXIII
JOB DESCRIPTION**

Section One. 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**

Working Out of Classification. A paraeducator whose duties have been significantly changed may request a meeting with the building principal to discuss the matter. If the administrator agrees that re-evaluation is warranted, he/she will request that the position be reviewed with Human Resources and the Union. Any position receiving a classification change will be placed in the appropriate classification beginning with the first pay period in September, December or March. Disputes arising from the re-evaluation of positions will be subject to the terms of the grievance procedure.

**ARTICLE XXV
PERFORMANCE EVALUATION**

If management elects to do performance evaluations, management will make a reasonable effort to evaluate every bargaining unit member in writing.

**ARTICLE XXVI
IN-SERVICE TRAINING**

Section One. The Board will provide in-service training sessions for paraeducators for a minimum of four (4) half-day sessions which are designated for system-wide professional development. The administration will plan the sessions considering the needs and interests of the paraeducators on a system-wide basis. One thousand (\$1,000) dollars will be budgeted annually to fund in-service activities as well as other professional development opportunities outside of the system. In addition, two (2) Union-designated paraeducators per year shall be permitted to attend a Union Training Session. This time shall be taken without loss of pay or benefits.

Section Two. Three thousand (\$3,000) dollars shall be budgeted each year of the contract to reimburse employees for college tuition and related expenses. Employees wishing to apply for such reimbursements 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 course will upgrade the skills and/or knowledge necessary for performing the employee's job. Reimbursements per year will not exceed \$450 per employee and will be processed for payment upon submission of a purchase order and receipt. Requests will be approved on a first-come, first-serve basis until the money is expended.

**ARTICLE XXVII
PRORATA SERVICE**

For accumulation of vacation time, 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 in another bargaining unit with the East Hampton School System shall have their ten month work prorated to determine the amount of vacation coverage they receive as a twelve month employee.

**ARTICLE XXVIII
LONGEVITY**

Section One. Employees on the payroll of the specific dates of longevity payments shall receive longevity compensation.

Section Two. Longevity shall be based solely on years of completed employment service with the Board as of November 1st of each year and not on classification of employees. Longevity payments shall be made on the following schedule:

5 years of completed service	\$225.00
10 years of completed service	\$300.00
15 years of completed service	\$450.00
20 years of completed service	\$500.00

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

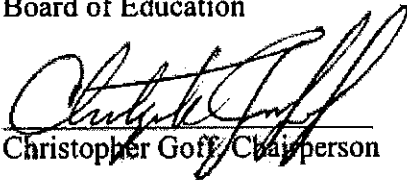
**ARTICLE XXIX
DURATION**

Section One. The Agreement shall be effective and remain in full force and effect through the thirtieth day of June, 2024. This Agreement shall remain in full force and be effective during the period of negotiations.


Section Two. Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement; however, neither party shall be obligated to take part in any such collective bargaining session prior to March 1 of the year the contract expires.

IN WITNESS WHEREOF, the parties hereto have set their hands this 23 day of August, 2021.

For the Town of East Hampton
Board of Education


Christopher Goff, Chairperson

For the East Hampton Paraeducators
Municipal Employees Union Independent


Carol Saccoccio

APPENDIX A

WAGE SCHEDULE – 2021-2022

<u>CLASS 1</u>	<u>2021-22</u>
1	\$18.58
2	19.04
3	19.53
4	20.01
5	20.53
6	21.03
7	21.65
8	22.09
9	22.64
10	23.23
11	23.97
12	24.58
13	25.21

<u>CLASS 2*</u>	<u>2021-22</u>
1	\$16.45
2	16.97
3	17.41
4	17.74
5	18.15
6	18.70
7	19.26
8	19.81
9	20.46
10	21.06
11	21.80
12	22.64
13	23.32
14	24.02

Note: Any employee not on a maximum step shall advance one step effective July 1, 2021. Such step advancement shall be based upon each paraprofessionals step placement at the conclusion of the 2021-22 work year and will occur before steps are renumbered such that paraprofessionals shall not advance two steps based upon the step schedule in place for the 2020-21 work year.

* Effective July 1, 2021, Class II paraprofessionals assigned full time to the STARS Program shall receive a \$1.50 per hour differential above the applicable Class II step rate.

WAGE SCHEDULE – 2022-23

<u>CLASS 1</u>	<u>2022-23</u>
1	\$19.51
2	20.02
3	20.51
4	21.04
5	21.56
6	22.19
7	22.65
8	23.21
9	23.81
10	24.56
11	25.19
12	25.84

<u>CLASS 2*</u>	<u>2022-23</u>
1	17.40
2	17.85
3	18.18
4	18.60
5	19.17
6	19.74
7	20.30
8	20.97
9	21.59
10	22.35
11	23.21
12	23.90
13	24.62

Note: There shall be no step movement during the 2022-23 school year.

* Effective July 1, 2022, Class II paraprofessionals assigned full time to the STARS Program shall receive a \$2.00 per hour differential above the applicable Class II step rate.

WAGE SCHEDULE – 2023-24

<u>CLASS 1</u>	<u>2023-24</u>
1	20.42
2	20.92
3	21.46
4	21.99
5	22.63
6	23.10
7	23.67
8	24.28
9	25.06
10	25.70
11	26.35

<u>CLASS 2*</u>	<u>2023-24</u>
1	18.20
2	18.54
3	18.98
4	19.55
5	20.14
6	20.71
7	21.39
8	22.02
9	22.79
10	23.67
11	24.38
12	25.11

Note: Any employee not on a maximum step shall advance one step effective July 1, 2023. Such step advancement shall be based upon each paraprofessionals step placement at the conclusion of the 2022-23 work year and will occur before steps are renumbered such that paraprofessionals shall not advance two steps based upon the step schedule in place for the 2022-23 work year.

* Effective July 1, 2023, Class II paraprofessionals assigned full time to the STARS Program shall receive a \$2.50 per hour differential above the applicable Class II step rate.

CONNECTICUT PARTNERSHIP PLAN



A Great Opportunity for Very Valuable Healthcare Coverage

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/stactct 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 ¹ ** 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)

¹ 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.

¹ 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
**Infertility (based on medical necessity)		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient Hospital Care	\$0	20% of allowable UCR* charges
**Inpatient Hospital Stay	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
**Inpatient	\$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
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$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/statect 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/statect.

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.² 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.³

- Learn more and enroll at 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 1-804-673-1177.³

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/statect.
- Use our free mobile app (search "Anthem Blue Cross and Blue Shield" at the App Store[®] or Google Play[™]) 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/statect.

¹ 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.

² Prescription availability is defined by physician judgment and state regulations.

³ Appointments subject to availability of therapist.

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

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. 59142CTMERABS Rev. 03/19

Anthem. 



**CONNECTICUT
PARTNERSHIP PLAN**



PRESCRIPTION DRUGS

PRESCRIPTION DRUGS	Maintenance* (31-to-90-day supply)	Non-Maintenance (up to 30-day supply)	HEP Chronic Conditions
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) 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).

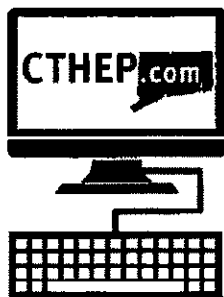


The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long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

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

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

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

Care Management Solutions

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



**CONNECTICUT
PARTNERSHIP PLAN**



YOUR BENEFIT RESOURCES

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

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

Anthem Blue Cross and Blue Shield

www.anthem.com/statect
Enhanced Dedicated Member Services: 1-800-922-2232

Caremark (Prescription drug benefits)

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

CIGNA (Dental and Vision Rider benefits)

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

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

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

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

1. The first part of the document is a list of names and titles, including "The Hon. Mr. Justice" and "The Hon. Mr. Justice".