

COLLECTIVE BARGAINING NEGOTIATIONS

BETWEEN

FAIRFIELD BOARD OF EDUCATION

AND

**FAIRFIELD PUBLIC SCHOOLS
SPECIAL EDUCATION TRAINERS**

AFSCME COUNCIL 4

July 1, 2015- June 30, 2019

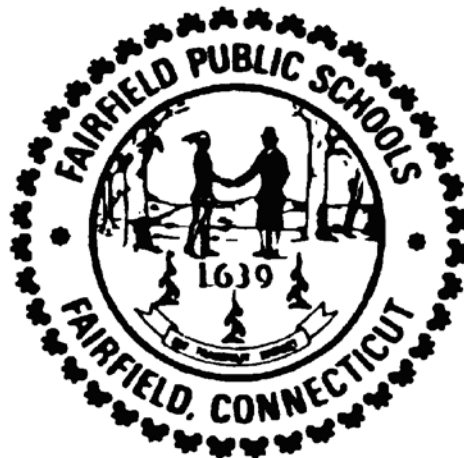


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ARTICLE I

RECOGNITION

The Board hereby recognizes the Union as the exclusive bargaining representative on matters of wages, hours of employment and other conditions of employment, for all Special Education Trainers employed by the Board, except those excluded by MERA.

ARTICLE II

MANAGEMENT RIGHTS

Except as specifically and expressly herein provided in this Agreement, the right of the Board in all respects to manage its business, operations and affairs, to discharge and discipline employees for cause, to subcontract any and all operations; and to create, amend, modify, change, combine, establish, reduce, eliminate or discontinue jobs, job descriptions, or operations, shall be unimpaired. Management of the Board, the control of Board property and the maintenance of order and efficiency is solely the responsibility of the Board. Accordingly, the Board also retains the right, including, but not limited to, the selection and direction of the working forces, including the right to hire, suspend, discipline or discharge for just cause, to assign, promote or transfer in accordance with the bidding provisions of this Agreement, to determine the amount of overtime to be worked, to lay off employees because of lack of work, to decide the number and location of its facilities, stations and buildings, to determine the work to be performed within the bargaining unit, to determine maintenance and repair needs and requirements, to select, procure, design and control equipment and material, contract or otherwise, and to make reasonable rules which shall not be inconsistent with this Agreement. Except as these rights shall be specifically limited elsewhere in this Agreement, they shall be reserved for the Board and its authorized representative. Reference in this first paragraph to the Board's right to "subcontract any and all operations" and to "contract or otherwise" is limited to the subcontracting of work consistent with practice, or when as reasonable or necessary to perform the functions of the jobs of the unit when a bargaining unit employee is not available to competently perform the work, or where gender needs are inconsistent with the gender of available staff.

The Board's not exercising any right hereby reserved to it, or its exercising any right in a particular way, shall not be deemed a waiver of any such right or preclude the Board from exercising the same in some other way not in conflict with the express terms of this Agreement.

No practice, benefit, right, privilege, condition of employment or entitlement shall survive the date of execution of this 2015 - 2019 Collective Bargaining Agreement, nor continue thereafter, unless expressly and specifically included in writing in this Collective Bargaining Agreement.

ARTICLE III

NO STRIKE, WORK STOPPAGE OR LOCK-OUT

Pursuant to Connecticut General Statutes Section 7-467 and pursuant to the terms of this Article III, neither the employees included in this Agreement nor AFSCME Council 4, Local 1303-440 nor their agents or representatives shall engage in any strike, slow down, suspension of work or work stoppage or

interruption of the Board's services or operation, nor shall the Board engage in any lock-out of bargaining unit employees.

ARTICLE IV

GRIEVANCE PROCEDURE

- Step #1: Within ten (10) working days after the occurrence of an alleged grievance, the Union shall submit the grievance in writing and signed by the individual or his representative to his/her immediate supervisor. Within ten (10) working days after the receipt of said notice, said supervisor shall arrange to and shall meet with said Union for the purpose of adjusting or resolving such grievance. Such supervisor shall render a decision within ten (10) working days of such meeting. If such grievance is not resolved to the satisfaction of the Union, the Union may, within the time limits set forth therein, initiate Step #2 of this procedure.
- Step #2: Further review of such grievance shall be made by presenting in writing such grievance to the Superintendent of Schools by no later than ten (10) working days following the Step I decision. Within ten (10) working days after receipt of said notice, the Superintendent or delegate shall arrange to and shall meet with the Union for the purpose of adjusting or resolving such grievance. The Superintendent or designee shall render a decision in writing within ten (10) working days of such meeting. If such grievance is not resolved to the satisfaction of the Union, the Union may within ten (10) working days of such decision initiate Step #3 of this procedure.
- Step #3: Further review of such grievance shall be made by presenting in writing such grievance to the Board of Education of the Town of Fairfield. Within ten (10) working days after the Board receives such grievance, the Board shall have the option of meeting with the Union for the purposes of adjusting or resolving such grievance. The Board shall render a decision in writing concerning such grievance within ten (10) days after such meeting with the Board. If such grievance is not resolved to the satisfaction of the Union, the Union may, within ten (10) working days of such decision, initiate Step #4 of this procedure.
- Step #4: Further review of such grievance shall be made by submitting this dispute to arbitration by the American Arbitration Association within ten (10) working days of notification of the decision of the Board. The notice of arbitration shall include a brief statement of the issues to be decided by the arbitrator and the specific provision of the Agreement involved. Said Association shall hear and act upon such dispute in accordance with its rules of voluntary labor arbitration. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on all parties. Only the Union or the Board may submit a grievance to Arbitration.

The arbitrator shall not rule on any dispute which is not called specifically to the attention of the Board or its representatives in accordance with the aforesaid grievance procedure nor shall the arbitrator have any power to add to, subtract from, vary, modify or amend in any way, the terms of the Agreement.

The time limits specified in the preceding sections of this article may be extended by written agreement of all parties.

The fee of the arbitrator and the administration expense of the arbitration, if any, shall be shared equally by the Board and the Union but other expenses shall be borne by the party incurring them, including payments to representatives, witnesses, etc.

The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

Any grievance not advanced to the next Step of this grievance procedure within the applicable time limits is waived.

The Board may also file a grievance and submit a dispute directly to arbitration pursuant to Step 4 herein, provided it first notifies the Union in writing of said dispute, and meets with the Union in an attempt to resolve it.

ARTICLE V

INSURANCE

The Fairfield Board of Education currently offers the following benefits for full time employees only:

Effective July 1, 2016:

1. State Partnership Plan 2.0 (SP2.0) as more fully described and detailed in the Memorandum of Understanding attached hereto as Appendix A with ATTACHMENTS 1 through 4.
2. Long-term Disability Insurance. (Employee only). If employee waives disability insurance at time of employment, employee will have to provide evidence of insurability at a later date.
3. Full payment of premiums is provided by the Board of Education for a \$40,000 Life Insurance policy. (Employee only).

These benefits are provided only upon request. They are not automatically in effect upon employment. If the employee chooses not to enroll, a signed waiver form must be completed and returned to the Business Office. Return all unused applications and forms to the Insurance Specialist.

Applications for SP2.0 must be submitted to the Insurance Office by the 20th of the month for insurance coverage to begin on the first of the following month. The Board of Education allows the employee to change health insurance with 30 days' notice to the Insurance Specialist based on a qualifying event (i.e. marriage, births, termination of spouse's coverage). These changes will be effective on the first of the following month.

Employees participating in the Benefits set forth above shall pay a premium cost share for the benefits set forth in Sections 1-3, as set forth in Appendix B except for the life insurance premium, for which the employer pays the entire premium cost; and the long-term disability insurance, for which the employee pays \$.80 per month.

A summary of the benefits described above is set forth in Appendix A hereto. The Board reserves the right to change carriers or to self-insure in whole or in part, as long as the benefit package, when compared on an overall basis, remains substantially comparable.

The Board may implement a Comprehensive Plan or HSA as an alternative to the PPO Plan. Details and Premium Cost Share of the Comprehensive Plan or HSA shall be as determined by the Board. Participation by any Special Education Trainer in the Comprehensive Plan or HSA is voluntary.

Each Special Education Trainer must certify annually on a form provided by the Board as to the dependent status of those enrolled in any of the Board's insurance program, as well as provide information as to any qualifying events affecting eligibility.

Workers' Compensation

Number of days for full salary will be capped based on the following:

- 1 working day at full pay for each month of service to a maximum of 90 days full pay
- Days paid after full salary is received will be compensated at the approved workers' compensation rate of pay

Occupational Exposure

1. Hepatitis B – The Hepatitis B vaccination series shall be available to all Special Education Trainers who may have occupational exposure to blood and other potentially infectious materials as a result of the performance of their duties, at no cost to the employee.
2. Tetanus Booster – If a staff member is bitten by a student, first aid is administered at the school-site and a referral to a physician is made for consideration of a tetanus booster. The office co-pay charge will be borne by the Fairfield Public Schools.

ARTICLE VI

SICK LEAVE

- A. Full time employees will receive ten (10) days sick leave per contract year, credited at the beginning of the contract year, which shall accumulate up to a maximum of 120 days. Pro-rated sick leave will be credited if an employee starts after the beginning of the contract year or if an employee is employed less than full time.
- B. A doctor's certificate must be presented in the case of absence due to illness or injury over three (3) days.
- C. If an employee is absent immediately preceding or subsequent to a school holiday or vacation, the Board may request an employee provide a doctor's note for any subsequent absences immediately preceding or subsequent to a school holiday or vacation for the remainder of the school year.

D. It is expressly agreed and understood that sick leave will be used by an employee only when the employee's bona fide illness precludes him/her from reporting for work according to schedule. Sick leave shall not be used as paid time off for reasons other than illness of the employee.

ARTICLE VII

EMPLOYMENT DEFINED

A. Employment Year

The yearly work calendar shall be established by the Board on an annual basis. The work year for any particular position or for the different employees within a specific position, shall be determined and may be modified by the Board in its sole discretion consistent with operational requirements and the interests of education in the school system.

B. The normal work week shall be from Monday to Friday.

C. Employment Day

The normal work day is 7.5 hours which includes a 30 minute working paid lunch.

Notwithstanding the foregoing, the work day shall be assigned and may be modified by supervision for any particular employee or job classification consistent with operational requirements and the interests of education in the school system.

D. The regular work year will normally be two hundred and sixteen (216) days for full time employees. However, nothing herein is a guarantee of work or pay.

E. Attendance is a requirement of all positions and employees are expected to report to work unless they are absent due to an authorized absence or schools or offices are closed due to adverse weather conditions.

F. Job descriptions for bargaining unit positions are maintained in the Human Resources office. Job descriptions will be updated as appropriate by the Superintendent or his/her designee. The Board shall provide a copy to the Union Representative and Union President upon request or when changed.

ARTICLE VIII

EXCUSED LEAVES

The following are days of excused leaves:

A. In case of death in the immediate family of any employee, such employee shall be entitled to leave with pay for three days within seven days immediately following the death to the extent the employee was scheduled to work on any of such three days. The immediate family shall consist of husband, wife, mother, father, daughter, son, grandparents, mother-in-law, father-in-law, brother, sister and relative living in the

employee's immediate household. The Superintendent or designee may, at his/her discretion, extend the length of bereavement leave using available personal days.

B. All regular employees shall be entitled to leave with pay for not more than three (3) days in each school/physical year for the observance of major religious holidays celebrated by such employee.

C. Up to five (5) days in each school year may be allowed with pay for such absences, which in the opinion of the Superintendent of Schools, are considered unavoidable and reasonable, such as illness in the employee's immediate family. Should one of these requests be so personal in nature that the employee wishes it to be considered private, the employee may designate the day as private by noting "Private Day" on the Personal Leave Day Form; provided that such day shall also be for an unavoidable and reasonable situation of urgency for the purpose of conducting business which is impossible to transact on the weekend or after school hours. Before making any requests for an absence of such nature, staff members should bear in mind that their professional and moral responsibility is to be in the classroom or at the appropriate place of assigned work. A Private Day cannot be used prior to or following vacations, single holidays or Professional Development Days (e.g. Election Day, February PD Day). Private Days may not be used in the month of June.

D. Up to two (2) additional days may be allowed for causes that while not unavoidable, are deemed important and reasonable by both the employee and the Superintendent of Schools. These two days may be made available to the employee with pay equal to fifty (50) percent of regular daily pay. Such absences are to be exclusive of allowable sick leave.

E. The employee may be required to provide the specific reason for any of the requested leaves set forth above except for the one (1) private day referenced in Section C.

F. The days set forth in this Article are prorated the first year of employment and based on F.T.E.

ARTICLE IX

PENSION PROGRAM

Full-time bargaining unit employees shall be eligible to participate in the Town of Fairfield Employees Retirement System Pension Plan, consistent with its terms and qualifications.

Pursuant to Section 2.5 of the Town Employee Retirement System Pension Plan, employees annual contribution shall be 2% of the first \$7800 earned, and 5% of annual earnings in excess of \$7800.

All employees hired after implementation date of this Collective Bargaining Agreement shall participate in a 401(a) type pension plan with no eligibility or vesting rights in the Town's existing Pension System. The employee shall be required to contribute at least four percent (4%) of base salary to the Plan and may contribute up to the maximum allowed by law. The Town shall match the employee's contribution up to a maximum of four percent (4%) of base salary. The Town's contribution shall [not] vest until the employee has been continuously employed five (5) years.

ARTICLE X

PROBATIONARY PERIOD

All new employees shall be subject to a probationary period of one hundred eighty (180) days, and shall have no seniority rights nor rights under the just cause article of the Agreement, nor any recourse to the grievance procedure during this period, but shall be subject to all other provisions of this Agreement. During the probationary period, an employee may be terminated without cause at any time for any reason at the discretion of the Board.

ARTICLE XI

VACANCIES AND TRANSFERS

For any job opening created by a vacancy in an existing position which the Board desires to fill or as a result of the establishment of a new position which the Board desires to fill, the Board will post a notice of said position via electronic notification for five (5) business days before it is publicly advertised.

Any said posting shall include position, title, rate of pay and minimum requirements for the position.

The Board shall appoint to the position the senior qualified applicant within this bargaining unit who applied for the position.

ARTICLE XII

LAY-OFF PROCEDURE

- A. Lay-offs occur when the Board in its discretion decides to reduce the number of positions and/or is confronted with the necessity of eliminating, combining or reducing positions due to budget issues, and/or the combination, reduction or elimination of positions for any other reasonable basis.
- B. The employee must immediately notify the Board in writing of his/her current address and of any other subsequent address changes.
- C. An offered position must be accepted within two (2) weeks.
- D. Written notice by certified mail shall be adhered to by both parties.
- E. An employee's position on the recall list shall expire twelve months following the date of separation.
- F. Any employee who refuses a recall to a position (whether full-time or part-time) shall be removed from the recall list.
- G. In effecting layoffs and recalls, the least senior employee shall be laid off provided the remaining employees in a layoff and the recalled employees are qualified to perform the remaining work and the recalled assignment respectively, based upon training, experience and when relevant based upon

the child's needs, compatibility and temperament relative to the child(ren) involved in this specific assignment.

ARTICLE XIII

WAGES

Effective retroactively to July 1, 2015, all wage rates in effect on June 30, 2015, shall be increased by **2.2%**.

Effective retroactively to July 1, 2016, all wage rates in effect on June 30, 2016, shall be increased by **2.25%**.

Effective July 1, 2017, all wage rates in effect on June 30, 2017, shall be increased by **2.25%**.

Effective July 1, 2018, all wage rates in effect on June 30, 2018, shall be increased by **2.25%**.

Retroactive payment of the general wage increases is available only to those employees still on the active payroll on the date of signing of this collective bargaining agreement by all parties.

Effective upon signing of this agreement all employees must enroll in direct deposit.

ARTICLE XIV

BRIDGE WEEK

One and one-half times the employee's straight time hourly rate shall be paid for hours worked during "bridge weeks."

Bridge weeks are defined as days beyond the normal school year plus summer school, and necessary to have staff available to satisfy IEP requirements and most commonly occurring as one week in each February, April, August, December and one or two weeks in June.

If a bargaining unit employee wishes to take time off during the summer school session with pay, that employee must apply for personal leave off subject to Article VIII, Section C.

Bargaining unit employees will be available to sufficiently staff bridge weeks.

The above shall be implemented by first offering the assignment to the employee assigned to the child. If such employee declines, then the time will be offered to qualified employees in the building on a seniority basis. If staffing levels are still not reached, then qualified employees may be assigned on a reverse seniority basis.

Any offer on a seniority basis or assignment on a reverse seniority basis shall be done with equitable distribution to spread out the work over the bargaining unit.

Each assignment for any day during the bridge week will be for the entire assignment day, or part of an assignment day at the discretion of the District; plus assignments are for the day, not the entire week at the discretion of the District.

Schedules for 'bridge week' services will be developed as follows:

- For any days during vacation weeks that occur during the regular school year (i.e. December, February, April) as listed in the school year calendar, the schedule will be formulated starting on October 1st and finalized by November 1st.
- For any days during a bridge week in June, the schedule will be formulated starting on May 1st and finalized by May 31st.
- For any days during bridge weeks in August, the schedule will be formulated starting on May 15 and finalized by June 15.
- Staff will be guaranteed one (1) week off either in June (after the school year ends) or August (after the 6 week summer program concludes and prior to the new school year starting), with the provision that no more than 50% of the staff will be off on either of the weeks. Identification of the guaranteed week off will be made by May 1 in conjunction with building and district administrators.

Staff and families will receive a confirmed schedule for each bridge week, three weeks prior to the bridge week. The schedule and assignment will be confirmed in order to address any unanticipated changes in the family's or staff member's schedules.

Bridge week assignment seniority shall be defined by building seniority; however if the bridge week assignment cannot be staffed by current employees continuing with their current assignment or senior qualified employee taking an assignment, then the involuntary assignment by inverse seniority will be the basis of system wide seniority.

ARTICLE XV

DISCIPLINE/DISMISSAL

The Board retains all rights to discipline, up to and including discharge, for just cause.

ARTICLE XVI

OVERTIME

Employees shall be available for and perform such overtime work as directed by the Board or its designee.

Hours worked beyond an employees' normal work week but not more than forty (40) hours per week shall be compensated at the employee's regular hourly rate. Hours worked in excess of forty (40) hours per week shall be compensated at one and one half (1 ½) times the employee's regular rate. Any and all overtime must be preapproved by appropriate Supervisor(s.)

Authorized absences under the terms of this Agreement shall not be credited to the forty hour per week period for determining overtime payments.

ARTICLE XVI(A)

HOME PROGRAM

Any hours worked outside of the regular workday or work year for a home program as required by the student's IEP shall be compensated at one and one-half times the employee's regular rate.

ARTICLE XVII

FAMILY MEDICAL LEAVE

Any leaves of absence taken under this Agreement except Workers' Compensation leaves, shall be construed as FMLA leave.

The Board's normal contribution for insurance benefits costs will be paid for by the Board of Education when an employee takes a non-FMLA leave of 4 days or less without pay. Employees will be responsible for both the employer and the employee contribution for insurance benefits when a non-FMLA leave is more than 4 days.

ARTICLE XVIII

PROFESSIONAL ATTIRE

Each member of the bargaining unit shall dress in a professional manner appropriate to his/her assignment.

ARTICLE XIX

UNION SECURITY AND CHECK OFF

All employees in the bargaining unit shall, as a condition of employment, become members of the Union or pay a service charge each month equal to the cost of administering and negotiating this Agreement and servicing the grievance provisions. Any objections to this section by any bargaining unit member may be appealed in writing to the Union for review.

Upon receipt of a signed authorization form, the Employer shall deduct from the employee's earned wages each payroll period such dues or service charges as the Union shall determine.

The amount to be deducted will be specified in writing by the responsible Union official and may be increased or decreased at any time with a sixty (60) day written notice by said Union official to the Employer.

Deductions as provided above shall be remitted to the Council #4 office of the Union not later than thirty (30) days after such deductions have been made, along with an initial list of the employees from whom the deductions have been made.

The Union agrees to indemnify and to hold the Board harmless against any and all claims, costs, fees, demands, suits or other forms of liability including attorneys' fees that shall or may arise out of or by reason of action taken or not taken by the Board for the purpose of complying with the provisions of this Article.

ARTICLE XX

TRAINING AND CERTIFICATIONS

All training and certifications required for the position will be completed or kept current in order to remain employed in said position. Any training or certification required by the Board for the employees shall be reimbursed by the Board.

Employees are required to remain current and maintain proficiency with competencies and skills obtained through said training, certifications and daily job performance. The District may implement assessment tools to gauge said competencies and skill levels.

The assessment criteria shall be objective and discussed with the Union prior to implementation. The assessment shall be applied uniformly throughout the bargaining unit.

The certified teacher with whom the education trainer works shall be consulted as part of the assessment process.

ARTICLE XXI

UNION RIGHTS

The employer shall provide each employee with one copy of this contract within a reasonable period of time after its execution. New employees will be provided with a copy of this contract within a reasonable period of time following their date of hire. Furthermore, the employer shall notify both the Union President and Treasurer of the new hire.

The Union Staff Representative who services the bargaining unit will be allowed reasonable access to the employers' buildings where bargaining unit employees are working to address issues that are covered by the terms and conditions of this Agreement. Said Union Representative must first notify the Superintendent or his/her designee and the Building Administrator of the Union Representative's intention to visit a specific site and the time, date and duration of said visit, and announce his/her presence to the Building Administrator upon arrival. The Union Staff Representative's presence shall not interfere with the work of bargaining unit employees.

ARTICLE XXII

SENIORITY

Seniority shall mean the length of the most recent period of continuous uninterrupted service by the employee for the Board, measured in calendar days from the first day the employee most recently commenced employment with the Board. If the application of the preceding sentence results in two or more employees having the same seniority, the employee whose application was received earlier by the Board's office shall be deemed more senior.

An employee's seniority shall be lost and his/her right of employment/reemployment/recall is terminated if:

- a) The bargaining unit member is discharged for cause;
- b) The bargaining unit member quits, resigns, retires or otherwise terminates his/her employment;
- c) Bargaining unit member fails to return to work as set forth in Article XII, Layoff Procedure;
- d) The bargaining unit member is laid off for more than twelve (12) months as set forth in Article XII;
- e) The bargaining unit member is absent for three (3) days without showing up or notifying his/her building administrator.

The Board shall prepare and maintain a seniority list showing each employee's seniority, current wage classification and accumulated sick leave as of July 1 annually.

ARTICLE XXIII

PERSONNEL FILES

An employee or his representative with the employees' written authorization, shall have the right to inspect, and/or reproduce any material contained in the employee's personnel file, with reasonable notice, generally within 48 hours.

No disciplinary or evaluative materials shall be placed in an employee's file unless the employee has had an opportunity to read and sign the material. Such signature merely signifies that he/she has read the material. Signature does not necessarily indicate agreement with its content. In the event the employee chooses not to sign, a Union official shall be required to sign such material acknowledging receipt.

ARTICLE XXIV

SAVINGS CLAUSE

If any article or section of the Agreement or any appendices and schedules thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and appendices and schedules shall not be affected thereby.

ARTICLE XXV

DURATION

This Agreement shall be in effect from the date of its execution through June 30, 2019.

ARTICLE XXVI

REASONABLE SUSPICION DRUG POLICY

An employee must submit to a reasonable suspicion drug or alcohol test when a manager or supervisor has reasonable suspicion to believe that the employee has violated the drug or alcohol prohibitions contained in this Article and/or Sections 4225 and 4225AR of the District's Personnel Policy. A reasonable suspicion determination may be made any time the employee is on school property and may be based on observations concerning, including but not limited to, the appearance, behavior, speech or body odors of the employee. The observations may include indications of chronic and withdrawal effects of drugs and/or alcohol. Supervisory personnel may request that an employee submit to drug or alcohol testing when a supervisor has a reasonable suspicion that an employee is under the influence of drugs or alcohol. The term "reasonable suspicion" as used in this section is defined consistent with Connecticut law, and generally exists when, based upon objective facts and considerations, a reasonably prudent supervisor would suspect that an employee is under the influence of drugs and/or alcohol.

1. The supervisor or manager who makes a reasonable suspicion determination will not conduct the drug or alcohol test.
2. The Board shall contact the testing agency and the employee will remain on site, supervised by a Board of Education employee, until the agency employee arrives and during the full time of the testing process.
3. The employee must submit to a reasonable suspicion drug or alcohol test. Failure or refusal to submit to a reasonable suspicion drug or alcohol test, as directed by a manager or supervisor, shall constitute a positive drug test.
4. An employee who tests positive to drugs and/or alcohol may be subject to disciplinary action up to and including termination of employment.
5. An employee who acknowledges having a drug/alcohol problem to the Human Resources Department and seeks help for same prior to being directed to taking a reasonable suspicion drug test, will be given the opportunity to seek help and assistance for said drug/alcohol issue, and the employee's acknowledgement of the drug/alcohol problem under these circumstances shall not be the basis for discipline of the employee.

6. An employee who tests positive to drugs and/or alcohol or fails and/or refused to participate in a reasonable suspicion drug or alcohol test, shall be suspended five (5) days without pay for the first offense; and terminated upon a second offense.

7. If the employee is three (3) years without a positive test/failure/refusal, his/her record will be cleansed.

Philip Dwyer, Chairman
Fairfield Board of Education

Date

Jill Rougeau, President
Special Education Trainers
AFSCME, Council 4, Local 1303-440

Date

Anthony Bento, Staff Representative
AFSCME, Council 4, AFL-CIO

Date

APPENDIX A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Fairfield Board of Education and the Fairfield Special Education Trainers AFSCME Council 4 for the purpose of memorializing the Board's decision to change insurance plan design from the option(s) currently set forth in the 2011 – 2015 collective bargaining agreement between the parties, to the Oxford/United Healthcare Freedom Select POS HEP Preferred Plan offered through the State of Connecticut and designated as the State Partnership Plan 2.0 (SP2.0). The Board regards this change as within its rights under the collective bargaining agreement, its inherent management rights and/or applicable practice and legal precedent to effect this change without the necessity of agreement by the Union.

The Board also understands that the Union may take the position that the Board may not unilaterally implement this change, on the basis and argument that SP2.0 is not substantially comparable to the current insurance plan option(s) set forth in the collective bargaining agreement between the parties.

However, both parties acknowledge that the change of insurance plan offering to SP2.0 is beneficial to both the District and the bargaining unit, and that, accordingly, the issue of unilateral change versus bargaining obligation need not be resolved in connection with this issue.

Accordingly, the details set forth below serve to clarify and detail the specifics of the Board's change from the current insurance options set forth in the current collective bargaining agreement, and to which the Union does not object, rather than as a negotiated modification of the collective bargaining agreement.

1. Notwithstanding the provisions of Article V, Insurance in the collective bargaining agreement between the parties, effective July 1, 2016 the only medical, RX and dental insurance plan offered by the Board shall be the SP2.0.
2. Current premium cost share percentages for medical, RX and dental shall follow negotiated percentages for each fiscal year for the term of the collective bargaining contract but will be applied to the SP2.0 rates.
3. Premium rates will be established by the State of Connecticut for the relevant July 1 through June 30 yearly period, and shall be inclusive of medical, RX and all administrative fees. Mr. Slowik indicated that the 2016-2017 rates have not yet been determined.
4. The premium rates will be as established by the State for single, employee + one and family, and for actives, pre-65 retirees, Medicare retirees and post-65 non- Medicare eligible retirees, but blended consistent with Board practice to provide for uniform rates across category for actives and retirees. This will result, for example, in an active special education trainer with family coverage paying a higher premium than the active employee family rate posted by the State.
5. SP2.0 design and co-payments shall be as specified in the four (4) page multi-color document distributed on December 14, 2015 by Mr. Slowik and Ms. Dunn, titled

Connecticut Partnership Plan 2.0, and with page headings “Why Join CT Partnership 2.0,” “MEDICAL BENEFIT SUMMARY” and “DENTAL BENEFIT SUMMARY.” (ATTACHMENT 1).

6. In lieu of the dental plan offered by the Board in Article V, Section 3 of the current collective bargaining agreement, the Board will provide the “Unlimited Annual Maximum Plan” described on the last page of ATTACHMENT 1. Said Plan is currently administered by Cigna.
7. Current Dental Plan premium cost share percentages will follow negotiated percentages for each fiscal year for the term of the collective bargaining agreement but will be applied to the SP2.0 rates.
8. Employees participating in the medical insurance are not required to enroll in the Dental Plan.
9. The SP2.0 Cigna Vision Rider (lenses and frames) will not be offered. However, medical based vision issues and checkups are provided through SP2.0.
10. In the event the Board at any time exercises its specific or management rights under the collective bargaining agreement to leave the SP2.0 plan for a substantially comparable plan or carrier, then the Board, in determining if the new plan or carrier is substantially comparable, may use the plan offering in the current collective bargaining agreement in force at the time of signing this Memorandum of Understanding as the baseline for determining substantial comparability. The Board will not be required to use SP2.0 as the baseline.
11. As of December 18, 2015, the Board’s attorney has been advised by Bernard Slowik, Partnership Plan Health Care Analyst with the Connecticut Office of the State Comptroller, that a Summary Plan Description for SP2.0 has not yet been finalized.
12. 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 a substantially comparable plan.
13. The SP2.0 contains a Health Enhancement Plan 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 single page “Health Enhancement Program (HEP)” document distributed at the December 14, 2015 State Presentation (ATTACHMENT 2) the single page document “State of CT Preventive Care Requirements” (ATTACHMENT 3) also distributed on December 14, 2015, and the three page document “ATTACHMENT B – Specifics Relating to Health Enhancement Program.” (ATTACHMENT 4).

14. 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.

15. In the event SP2.0 Plan administrators impose the HEP non-participation or non-compliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.
16. In the event the State does not accept the Board's application for participation in SP2.0, then current collective bargaining agreement insurance provisions will continue as set forth in the current collective bargaining agreement.

Ann Lippert
Board of Education

1/11/16
Date

Yvonne D. Rougeau
Union
Anthony J. B. B.

1/11/16
Date
1/11/16

ATTACHMENT 1



Why Join CT Partnership 2.0

Rate Stability: Claims from Partnership 2.0 are being pooled with all the state claims and will be factored into the yearly renewal rating thus reducing exposure to volatile claims.

Rich Plan Design: Same point-of-service (POS) plan design offered to state employees providing: In- and out-of-network coverage, 100% coverage for preventive care, an extensive local and national network through UnitedHealthcare, and low co-pays for maintenance drugs available at local pharmacies.

Health Enhancement Program (HEP): The Health Enhancement Program (HEP) is also included in the Partnership Plan 2.0. It is a program designed to promote preventive screenings, wellness visits and chronic disease education and counseling for employees and, as a result, saves money on health care in the long term by focusing health care dollars on prevention.

Dedicated Service Team: The Partnership Plan 2.0 has a dedicated team of individuals who are your point of contact throughout the process. You will not be lost in the shuffle with questions or concerns about enrollment, billing, or claims.

Ease of Applying: Simply fill out an application on the partnership website to start the process. Fixed (quarterly) rates are posted on the Partnership Plan 2.0 website so you know exactly what you are paying and can budget appropriately.

12/14/15 from State Reps

CONNECTICUT PARTNERSHIP PLAN

2.0

MEDICAL BENEFIT SUMMARY

Visit www.ctpartnershipplan.com or call 1-800-444-4444 to search the list of network providers.

Administered by
UnitedHealthcare of Oxford

IN NETWORK

CT Partnership Plan 2.0

Primary Care Visit

\$0 Co-pay

Specialist Office Visit

\$15 Co-pay

Wellness Exam (not a medical exam)

\$0 Co-pay

Inpatient Hospital

\$0 Co-pay

Emergency Room

\$35 Co-pay (waived if admitted)

Skilled Nursing

\$0 Co-pay

Walk in

\$15 Co-pay

Out of Network

\$0 Co-pay

Deductible

Individual: \$550
Family: \$550 each member (\$1,400 maximum). Waived for
HER-compliant members.

Coinurance

\$0 Co-insurance

Max out of pocket

\$8,000 Individual / \$4,000 family

PREVENTIVE SERVICES

CT Partnership Plan 2.0

Primary Care (Adult and Child Wellness Exams)

\$0 Co-pay

Flu Shot (Adult and Child)

\$0 Co-pay

Mammogram

\$0 Co-pay

Colonoscopy

\$0 Co-pay

OUT OF NETWORK

CT Partnership Plan 2.0

Annual Deductible

\$500 Individual / \$900 family

Coinurance

\$0 Co-insurance

Max Out-of-Pocket

\$2,300 Individual / \$4,900 family

Ultimate Maximum

\$0 Co-pay

CONNECTICUT PARTNERSHIP PLAN

2.0

MEDICAL BENEFIT SUMMARY

Visit www.osc.ct.gov/ctpartner to search the list of network providers.

Administered by
UnitedHealthcare/Oxford

OTHER SERVICES

CT Partnership Plan 2.0

Deductible	Not applicable*
Acupuncture (20 visits/year)	\$15 Co-pay
Chiropractic	\$0 Co-pay
Nutritional Counseling (6 visits/year)	\$0 Co-pay
Physical/Occupational Therapy	\$0 Co-pay
Durable Medical Equipment	\$0 Co-pay
Routine Hearing Screening (as part of an exam)	\$15 Co-pay

PRESCRIPTION COVERAGE

	MAINTENANCE DRUGS	NON-MAINTENANCE DRUGS	HIGH CHRONIC CONDITION DRUGS
Generic	\$5	\$5	\$0
Preferred Listed Brand Name	\$10	\$25	\$5
Non-Preferred/Non-Listed Brand Name	\$15	\$35	\$10-50
Annual Maximum	Unlimited		
Max out of pocket	\$4,800 individual / \$9,200 family		

UnitedHealthcare/Oxford Contact Information

Live, knowledgeable customer service representatives are available for current State of Connecticut Partnership members toll-free at 800-385-9055 from 8am to 6pm EST, Monday through Friday.

If you prefer, you may also visit <http://partnership.stateofct.welcometohc.com> to search for a participating physician or facility, to learn about your health plan, to find the status of claims, or obtain additional information about discount programs offered to State of Connecticut Partnership members.

UnitedHealth Alliance: This health discount program helps you, and your family, save money on many health and wellness purchases not included in your standard health benefit plan.

Visit
www.osc.ct.gov/ctpartner
to search the list of
network providers.

CONNECTICUT PARTNERSHIP PLAN 2.0

DENTAL BENEFIT SUMMARY

Administered by Cigna

	Unlimited Maximum Plan	\$750 Annual Maximum Plan	\$1,000 Annual Maximum Plan	\$1,500 Annual Maximum Plan	Dental HMO Plan
	IN/OUT NETWORK	IN/OUT NETWORK	IN/OUT NETWORK	IN/OUT NETWORK	
Annual Deductible	\$0	\$0	\$25 Indiv/\$75 family	\$0	\$0
Annual Maximum	NONE	\$750	\$1,000	\$1,500	NONE
Lifetime Orthodontia Max	N/A	N/A	\$1,500	\$1,500	covered*
DEDUCTIBLE WAIVED					
Preventive	Yes	Yes	Yes	Yes	N/A
BASIC	N/A	N/A	No	N/A	N/A
Major	N/A	N/A	No	N/A	N/A
PREVENTATIVE					
X-Ray	100%	100%	100%	100%	100%
Cleanings	100%	100%	100%	100%	100%
Oral Exam	100%	100%	100%	100%	100%
Fluoride	80%	100%	80%	100%	100%
BASIC					
Fillings	80%	0%	80%	80%	covered*
Endodontics	80%	0%	80%	80%	covered*
Periodontics	80%/50%	0%	80%/50%	80%	covered*
Simple Extractions	80%	100%	80%	80%	covered*
Dentures (Repair Only)	80%	0%	80%	80%	covered*
Bridges (Repair Only)	80%	0%	80%	80%	covered*
MAJOR					
Crown	67%	0%	50%	67%	covered*
Inlays	67%	0%	50%	67%	covered*
Onlays	67%	0%	50%	67%	covered*
Dentures	0%	0%	0%	67%	covered*
Bridges	0%	0%	0%	67%	covered*
Special Maintenance	67%	100%	50%	100%	covered*
Oral Surgery	67%	0%	50%	67%	covered*
ORTHODONTIA					
Braces (Adult & Child)	N/A	N/A	50%	50% Child Only	covered*

* visit www.usa.ct.gov/CtPartners/viewFullDentalHMOBenefitPlan

ATTACHMENT 2

Health Enhancement Program (HEP)

- Targets preventive care and chronic disease through:
 - » Required age appropriate preventive screenings and care
 - » Lower co-pays for medication/care associated with five chronic diseases and conditions
 - » Chronic disease management education program
- Lowers costs for participating/compliant employees by:
 - » Waiving co-pays for preventive care and chronic disease management
 - » Reducing monthly premium share (\$100 per month)
 - » Waiving annual deductible (\$350 individual, \$1,400 family)

ATTACHMENT 3

HEP Preventive Care Requirements

Preventive Service	Birth – age 5	Age 6 – 17	Age 18 – 24	Age 25 – 29	Age 30 – 39	Age 40 – 49	Age 50+
Preventive Visit	Once per year	Once 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 and Over - 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 starting at 20	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	One screening between the ages of 35 and 39. Otherwise as recommended by physician	As recommended by physician	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years starting at age 21	Every 3 years	Every 3 years	Every 3 years	Every 3 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years or Annual FIT/FOBT to age 75

*As is currently the case under your State Health plan, any medical decisions will continue to be made by you and your physician.

*Dental cleanings are required for family members who are participating in one of the State dental plans.

Care Management Solutions a **ConnectiCare** affiliate

ATTACHMENT 4

ATTACHMENT B – Specifics Relating to Health Enhancement Program

B1 -- Consent to Participate

My enrolled spouse and dependents and I agree to participate in the State of Connecticut Health Enhancement program sponsored by my employer, the State of Connecticut. Information regarding my personal health and the health of my dependents will continue to be protected by all applicable state and federal laws and regulations.

I and my enrolled dependents agree to comply with the requirements of the program including the applicable schedule of physical examinations, the applicable schedule of preventive screenings and participation in any of the five disease counseling and education programs should I or any dependent be diagnosed with one or more of the five listed chronic diseases (Diabetes, Chronic Obstructive Pulmonary Disorder or Asthma, Hypertension, Hyperlipidemia (high cholesterol), or coronary artery disease (heart disease/heart failure)). I understand my participation may be revoked should I not comply with my commitment to the health enhancement program. I understand and agree that my revocation will make me responsible for higher premium co-shares of \$100 per month, a \$350 per participant per year deductible, and would make me ineligible for reductions in the co-pays for certain prescriptions and office visits.

I recognize that I am required to sign this authorization as a condition of my participation and the participation of my enrolled dependents, if any, in the Health Enhancement Program.

☐ I accept the terms of the Health Enhancement Program as listed in the open enrollment materials.

B2 -- Required Screenings

While the State Employee Health Plan will continue to cover an extensive schedule of periodic physical wellness examinations and screenings which I may continue to access as covered services under the health plan, participants in the Health Enhancement program agree to comply with the following minimum schedule of physical wellness exams and the following specific schedule of screenings in order to be compliant with the Program:

Scheduled Preventive Physical Examinations

Well Child Visits:

Birth to 1	6 exams (1 month, 2 months, 4 months, 6 months, 9 months, 12 months)
Ages 1-5	one per year

Ages 6-17 once every year

Adult Wellness Physical Examinations:

Ages 18-39 every three years

Ages 40-49 every two years

Ages 50 + every year

Preventive Screenings

Cholesterol screenings every five years from ages 20-29 (typically done through a blood test in conjunction with the schedule of wellness physicals above.) every two years from Ages 40-50; every year from Ages 50 +

Clinical breast examination for women by their health care provider every three years; mammograms as recommended by your physician; one screening mammogram for every female member who is between age 35 and 39.

Cervical cancer screening every three years commencing at age 21

Colorectal screenings beginning at age 50 consisting of screening options as decided by your physician which options include colonoscopy every ten years; CT colonoscopy which may be an appropriate alternative to a colonoscopy; or annual fecal occult blood test.

Vision examination: every two years

Dental cleanings: two free cleanings per year for participants. Participants not enrolled in dental coverage through the State Health Plan do not have to meet this screening requirement.

As to all of the above listed and described screenings, no employee or enrolled dependent shall be required to get a listed and described screening which is against the recommendation of a physician or other health care professional.

B3 . Disease Counseling and Education Programs

As is currently the case under the State Health Plan, any medical decisions will continue to be made by you and your physician.

Employees and their enrolled dependents in the Health Enhancement Program will have available and agree to participate in disease counseling and education programs which consist

of the following components and these are the components you must meet to fulfill your commitment to the Health Enhancement Program. These programs only apply to those employees and their enrolled dependents in the disease states listed in the description of the Health Enhancement Program and in the authorization letter signed by the employee indicating his or her desire to be in the Health Enhancement Program.

You will be contacted by a health care counselor familiar with the specific program applicable to your condition or conditions who will explain current strategies to control the disease; you will receive materials to help you and your enrolled dependents to better understand and control or eliminate the disease condition; and you will be provided a variety of on-line and/or printed support tools and materials to further assist you.

Appendix B

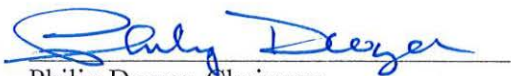
Premium Cost Shares

	<u>Effective Upon Implementation</u>	<u>7/1/17</u>	<u>7/1/18</u>
SP 2.0 Medical/RX			
Employee only	15%	16%	17%
+1 or family	26%	26%	26%
Dental			
Employee only	15%	16%	17%
+1 or family	33%	33%	33%

Disability Contributions (Employee Only)	Substantially equivalent to current program with one year waiting period 60% of final salary - \$3,000 max
	\$.80 per month employee contribution (employee only)

SIDE LETTER OF UNDERSTANDING

The Union and the Board shall agree to form a Joint Committee to review current job descriptions for the purpose of ensuring accuracy of job description. If there is not agreement on a change as suggested by either party, the job descriptions will remain unchanged; and neither party will have the right to claim the matter for interest arbitration or any other type of dispute resolution. It is the intent of the parties that the purpose of any changes would only be to conform written job descriptions to current actual functions and responsibilities; accordingly, to the extent there is any agreement on a change to a job description, the parties agree that there will be no change in the wage rate.



Philip Dwyer, Chairman
Fairfield Board of Education

Date: 2 Mar 2014



Patricia Allaire, President
Special Education Trainers
AFSCME, Council 4, Local 1303-440

Date: 31-7/14



Anthony Bento, Staff Representative
AFSCME, Council 4, AFL-CIO

Date: 3/7/2014