AGREEMENT

between

THE DARIEN BOARD OF EDUCATION

and

DARIEN SCHOOL MAINTENANCE ASSOCIATION LOCAL 1303-252 OF CONNECTICUT COUNCIL #4 AFSCME, AFL-CIO

EXPIRES JUNE 30, 2025

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THIS AGREEMENT is made and entered into by and between the DARIEN BOARD OF EDUCATION (hereinafter "Board") and DARIEN SCHOOL MAINTENANCE EMPLOYEES UNION LOCAL 1303-252 OF CONNECTICUT COUNCIL #4 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter "Union").

ARTICLE I RECOGNITION

The Board hereby recognizes the Union as the exclusive representative and bargaining agent for the Board's regular full-time maintenance persons and groundskeepers (hereinafter "Employee(s)") with respect to wages, hours and other conditions of employment of such Employees, but not for persons excluded from the definition of employee under the Municipal Employee Relations Act, <u>Conn. Gen. Stat.</u> §§7-467 - 7-477, inclusive, or any other employees of the Board.

ARTICLE II MANAGEMENT RIGHTS

Except to the extent expressly curtailed by a specific provision of this Agreement, the Board, acting by itself or through its agents, reserves and retains all rights and authority, whether exercised or not, solely and exclusively to operate, manage and administer the Darien Public School system including, but not limited to, the right to manage its physical plant and direct its affairs and working forces, to administer and operate the schools and determine the extent to which the schools shall be operated, and to direct the Employees covered by this Agreement.

ARTICLE III SENIORITY

SECTION 3.0. Seniority is defined as the length of continuous employment with the Board in this bargaining unit. For purposes of layoff and recall, seniority is defined as the length of continuous employment with the Board in the Employee's current classification.

SECTION 3.1. The Board shall prepare and maintain a seniority list, which shows the seniority order and the last effective seniority date of Employees.

SECTION 3.2. An Employee's seniority will be lost and continuous employment terminated if he or she:

- **3.2.1.** quits or resigns;
- **3.2.2.** is discharged for cause;
- **3.2.3.** retires;

- is on layoff for more than one (1) calendar year or his or her length of seniority, whichever is less;
- 3.2.5. loses his or her recall rights, as set forth in Article VI, Section 6.1; or
- **3.2.6.** is absent without reporting for three (3) consecutive days, unless he or she has a satisfactory reason for failure to return.

ARTICLE IV PROBATIONARY PERIOD

A newly hired Employee will be on probation for the first one hundred eighty (180) calendar days of his or her employment. During the probationary period, the Employee shall earn no seniority and the Board may discipline or discharge the Employee without recourse and any such action by the Board shall not be the basis for a grievance or subject to arbitration. Upon completion of the probationary period, the Employee's seniority shall be credited back to the Employee's date of hire.

ARTICLE V VACANCIES

A vacancy for a regular full-time position in this bargaining unit shall be posted for a period of at least five (5) workdays prior to filling the job on a regular basis. Any Employee interested in applying for the job shall notify the Board in writing. Although the Director of Facilities shall consider seniority in making his or her decision, vacancies shall be filled by the candidate determined by the Director of Facilities to be the most qualified.

ARTICLE VI LAYOFF AND RECALL

SECTION 6.0. In the event the Board decides to lay off an Employee or Employees, the least senior Employee or Employees in the classification from which the layoff will occur will be laid off first provided the remaining Employees in that classification are qualified, in the judgment of the Board, to perform the work remaining after the layoff.

SECTION 6.1. An electrician, plumber, carpenter, painter, or HVAC Technician who is laid off shall have the option to displace the least senior groundskeeper, provided the laid off Employee has greater seniority than the groundskeeper to be displaced and has the ability, in the judgment of the Board, to do the work that will be required after the layoff of the displaced groundskeeper.

If, after the layoff, a vacancy occurs in the laid off Employee's prior classification, he or she may apply for such position pursuant to the Agreement's Vacancy provision (Article V). In the event the laid off Employee is selected to fill the position, he or she shall be credited with full classification seniority for the period during which he or she performed the groundskeeper work, provided the Employee's seniority is not otherwise terminated under Article III, Section 3.2.

SECTION 6.2. Employees laid off from employment with the Board will remain eligible for recall for a period of time equal to their respective seniority at the time of layoff up to a maximum of one (1) calendar year following the date of layoff. Such eligibility for recall will be to a position for which they are qualified, in the judgment of the Board, in the classification from which they were laid off. Such recall will be in reverse order of layoff, provided the person in line for recall is qualified, in the judgment of the Board, to perform the work available. An Employee on the recall list will lose his or her recall rights if he or she: (i) fails to respond to a notice of recall within ten (10) regular workdays after delivery of said notice sent to the address on the Board's records or (ii) fails to report for work when scheduled after acceptance of recall or (iii) refuses an offer of recall.

ARTICLE VII HOURS OF WORK AND OVERTIME

SECTION 7.0. Workday and Workweek. Forty (40) hours shall constitute a normal workweek, and eight (8) hours shall constitute a normal workday, Monday through Friday, with one (1) unpaid half-hour for lunch normally at or close to noon.

The work schedules of groundskeepers shall normally be 6:30 a.m. to 3:00 p.m. The work schedules for all other Employees Shall normally be from 6:00 am to 2:30 pm. Any change in work schedule will be documented in writing by the Director of Facilities

Union business shall be conducted during non-working hours. Notwithstanding the foregoing, Union business of an urgent nature may be conducted by Union officials during the workday with no loss of pay subject to the advance permission of the Director of Facilities. For purposes of this paragraph, the term "urgent nature" shall mean matters that require immediate action or attention and that may not be completed during non-working hours.

SECTION 7.1. Overtime. The Board will pay an Employee at a rate of one and one-half (1½) times his or her regular straight-time hourly rate for all time he or she works as assigned in excess of eight (8) hours in a normal workday or forty (40) hours in a normal workweek.

The Board shall pay an Employee at a rate of two (2) times his or her regular straight-time hourly rate for all time he or she works on emergency work on a

Sunday or holiday, provided that such work is specifically assigned or approved by the Director of Facilities.

SECTION 7.2. Call Back. The Board shall pay Employees a minimum of three (3) hours at the applicable rate of pay for all emergency callbacks. Call back time shall begin one half-hour prior to the Employee's arrival at his/her job site.

SECTION 7.3. No Pyramiding. There shall be no pyramiding of overtime or call back pay.

SECTION 7.4. Employees shall use the electronic time documentation system provided by the Board, and in the manner prescribed by the Board, to record the hours they actually perform work for the Board. Employees shall record all absences from work in the electronic absence management system provided by the Board, and in the manner prescribed by the Board, to record any absence from work and the reason for such absence.

ARTICLE VIII HOLIDAYS

SECTION 8.0. Holiday Schedule. The Board recognizes the following holidays as paid Holidays under this Agreement:

New Year's Day Martin Luther King's Birthday

Presidents' Day Good Friday

Memorial Day Independence Day
Labor Day Day after Thanksgiving

Thanksgiving Day Christmas Eve

Christmas Day Two Floating Holidays**

If Christmas Eve falls on a weekend the holiday will be observed on the day after Christmas.

**See Section 8.3 below.

To be eligible for Holiday pay, the Employee must fully work his or her last scheduled workday preceding the Holiday and his or her first scheduled workday following the Holiday, unless the Director of Facilities has excused the Employee from working that day (including by approving sick or personal leave for the day). An Employee will not be eligible for Holiday pay for Holidays that fall during his or her leave of absence, regardless of whether the leave is with or without pay, without express prior approval from the Director of Facilities.

SECTION 8.1. Holidays During Vacation. If a recognized holiday for which the Employee is eligible falls during his or her vacation, that day will not be charged against the Employee's accumulated vacation.

SECTION 8.2. Holidays During Sick Leave. If a recognized holiday for which the Employee is eligible falls during a period in which the Employee is on paid sick leave, the Employee will not be charged for a sick leave day on the day on which the holiday falls.

SECTION 8.3. Floating Holiday. A floating holiday is a paid holiday which the Employee may request to use on any regular workday during the fiscal year without loss of regular pay.

An Employee may not take a floating holiday unless it is approved in advance by the Director of Facilities. The Director of Facilities will grant requests for a floating holiday unless, in the good faith exercise of his or her judgment, work requirements make it impractical to do so. If more than one (1) Employee requests a floating holiday on the same day, and the Director of Facilities determines in the good faith exercise of his or her judgment that all such requests cannot be granted, the Director of Facilities will grant as many of the requests as he/she determines are appropriate, on a first-come, first-served basis. If more than one (1) such request is submitted at the same time, seniority will be the deciding factor provided the Director of Facilities is satisfied that there will be enough Employees at work on the floating holiday to perform the tasks required.

ARTICLE IX VACATIONS

SECTION 9.0. Vacation Benefit. Each regular full-time Employee shall, upon satisfactory completion of his or her probationary period of employment, earn vacation benefits in accordance with the following schedule, retroactive to his or her first full month worked:

Full Years of Continuous Service Successfully Completed Annually	Amount of Vacation Earned per Month Worked Thereafter	Maximum Vacation Time Available
Less than four (4) years' service	0.83 days per month worked	2 weeks (10 workdays)
Four (4) years' service	1.25 days per month worked	3 weeks (15 workdays)
Nine (9) years' service	1.66 days per month worked	4 weeks (20 workdays)

For example, an eligible Employee in his or her first, second, third and fourth years of continuous service will earn vacation time off at the rate of 0.83 day for each full month he or she works in each such year. After successful completion of four (4) years of continuous service (e.g., in his or her fifth (5th) year of continuous service), the Employee will begin to earn vacation time off at the rate of 1.25 days for each full month he or she works continuously until he or she has successfully completed nine (9) years' continuous service, whereupon, beginning in his or her tenth (10th) year of continuous service, he or she will earn vacation time off at the rate of 1.66 days for each full month he or she works.

As used in this Section, a "month worked" is any calendar month in which the Employee worked at least one-half (½) the available regular workdays. Time during the month for which the Employee is paid under a provision of this Agreement (i.e., sick days, vacation days [paid or unpaid, provided the time off is expressly approved in advance by the Director of Finance], holidays and personal days) shall be considered days worked for the purposes of this Section.

For full-time Employees who have satisfactorily completed their respective probationary periods of employment, the Board shall frontload in the electronic absence management system provided by the Board the applicable vacation time set forth in this Section. Payment for any vacation time that an Employee has used but not accrued under this Section prior to the Employee's separation from employment with the Board shall be deducted from the Employee's final paycheck.

Vacation Selection and Use. Employees SECTION 9.1. may request vacation time off in increments of of either one half (0.5) or one full (1.0) normal workday. Employees may not request time off that exceeds the maximum amount of vacation time off the Employee has accrued. All requests for vacation time off of one (1) week or more shall be submitted to the Director of Facilities at least seven (7) workdays prior to the initial date of the vacation. All requests for vacation time off of less than one (1) week shall be submitted to the Director of Facilities as soon as practicable. In the event that, in any fiscal year, submits three (3) of such absences less than forty-eight (48) hours prior to the initial date of the vacation all future absences must be submitted at least forty-eight (48) hours prior to the absences of the vacation day will be denied and the Employee will be charged with a day without pay.. Failure to comply with the notice provisions in this Section shall result in the denial of the Employee's request for vacation time off, and any unapproved time off taken by the Employee shall be unpaid. No vacations may be taken without prior approval by the Director of Facilities. Vacations shall normally be taken between September 1

and June 1, when school is in session. Nevertheless, vacations may be scheduled at other times subject to the approval of the Director of Facilities.

SECTION 9.2. Vacation Carryover. Employees who have completed nine (9) years of service with the Board and who thereby earn vacation at the rate of 1.66 days per month (or twenty [20] days per year) may defer use of up to five (5) such vacation days to the next vacation year provided, that such deferral will not disrupt the normal flow of work in the opinion of the Director of Facilities. The vacation year shall coincide with the fiscal year. Vacation time will not accumulate from year to year, except as specifically set forth above.

SECTION 9.3. Payment of Unused Vacation. An Employee who terminates his or her employment shall be paid for all earned but unused vacation. If the Employee dies, his or her estate will be paid for all earned but unused vacation.

ARTICLE X LEAVE PROVISIONS

SECTION 10.0 Sick Leave.

10.0.1. Each Employee shall earn sick leave at the rate of 1.25 days per month worked, to a maximum of fifteen (15) days per year. Unused sick leave will accumulate to a maximum of one hundred forty (140) days. A sick day is defined as any regularly scheduled workday when the Employee is required to be absent from work because of a legitimate illness or injury. Sick days may be taken in full (1.0) or half (0,5) day increments, An Employee may use up to two (2) sick days per year to care for a member of the immediate family who resides in his/her household provided that such reason is entered into the District's absence management system. In order to qualify for sick leave benefits when an Employee is absent three (3) consecutive days or in cases where the Board or the Director of Facilities has a good faith doubt that an Employee is legitimately ill or injured, the Employee may be required to present satisfactory proof of illness to the Director of Facilities, including, but not limited to, documentation from a physician or an examination by a medical doctor of the Employee's choice. Failure of an Employee to submit such satisfactory proof of illness shall bar the Employee from eligibility for any sick leave benefits for the period of such absence.

This provision shall not be construed or applied to prohibit the Director of Finance and Operations or designee from taking reasonable steps to verify the reason given for any absence for which the Employee seeks sick leave benefits.

The Board reserves the right to require an Employee to submit to an examination by a physician selected by the Director of Human Resources or designee at the Board's expense at any time.

10.0.2. Any Employee who attempts to utilize a sick day on any regular work day when schools are closed for students due to snow (a "Snow Day") shall, within a reasonable time after any such absence on a Snow Day, provide a statement from the Employee's physician confirming that (i) the Employee visited the physician in connection with the medical reasons for which the Employee was absent on the Snow Day; (ii) the Employee's absence on the Snow Day was for medical reasons; and (iii) the Employee's medical condition prevented the Employee from performing the Employee's job on the Snow Day. The Superintendent or designee may require the Employee to undergo an examination by a Board-appointed physician at Board expense to verify this information.

Any Employee who attempts to utilize a sick day on a Snow Day and who fails to provide the medical statement required in this Section or whose medical statement has been reviewed and rejected by a Board-appointed physician shall not be permitted to utilize a sick day for such absence.

Any employee who is absent from work on a Snow Day due to unsafe weather conditions may use vacation time off for such absence notwithstanding the notice requirements of Section 9.1 of Article IX, except that the Director of Facilities may, in his/her sole discretion, decline to approve such use of vacation time off for just cause (e.g., if he/she suspects abuse of this provision). Employees may not use Emergency Leave as described in Section 10.1 of this Article X on Snow Days except in the event of a death in the Employee's immediate family (i.e., parent, spouse, child, brother, sister, grandparent, or parent-in-law) or for legal obligations (e.g., court appearances).

Nothing in this Section shall be construed or applied to limit or modify the Board's rights under Section 10.0.1 of this Article X.

SECTION 10.1. Personal Leave Personal Leave. Personal days may only be used for pressing personal business which requires the presence of the Employee and which may not be conducted with reasonable convenience outside the school day or year, and shall not exceed three (3) days per year. For example, personal days may be used for legal obligations (e.g., court appearances), for serious illness of members of the Employee's immediate family (spouse, child) for whose care the Employee is responsible, children's weddings or home emergencies.. All requests for personal leave shall be made to the Director of Facilities as far in advance as practicable and shall be accompanied by a written statement describing the need for leave in terms sufficiently specific in the judgment of the Director of Facilities so that the Director of Facilities can make a decision as to the appropriateness of the leave. No leave may be taken without prior approval of the Director of Facilities. The Director of Facilities may require additional explanation, provided that all information shall be kept confidential. Personal days may not be granted on days immediately before or after school holidays or vacations except in the absolute discretion of the Director of Facilities. Personal leave may be taken in full (1.0) or half (0.5) day increments

One (1) unused personal day may be carried over to the following year, provided that four (4) such days shall be the maximum number of personal days at any one time.

SECTION 10.2. Bereavement Leave In the event of the death of a member of the Employee's immediate family, Employees shall be allowed bereavement leave with pay, not to exceed five (5) days per year per occurrence. "Immediate family" shall mean the Employee's parent, spouse, child, brother, sister, grandparent, parent-in-law, aunt, or uncle.

SECTION 10.3 <u>Jury Duty Leave</u> The Board shall reimburse an Employee for the difference between his or her regular pay for his or her normal workday and the *per diem* paid to him or her for jury service, if less than the regular pay, in any normal workday on which the Employee is absent to serve on a jury. Employees who are excused from jury duty prior to 2:00 p.m. shall change clothes and report to work as soon as possible.

SECTION 10.4. Workers' Compensation. Employees absent because of compensable injuries (i.e., those for which they are eligible to receive Workers' Compensation benefits) shall have their sick leave pay prorated so that the amount an Employee receives in daily sick leave pay will equal only that amount necessary to make up the difference between his/her regular daily rate of pay at straight-time under this Agreement (for a maximum of eight [8] hours per day) and the amount he/she receives as daily Workers' Compensation pay. The prorated pay will be exclusive of the three (3) days waiting period required by Workers' Compensation on a per injury basis, and the sick leave policy procedure shall apply to the three (3) day waiting period.

Similarly, the amount of sick leave time off to which the Employee is entitled at the beginning of his/her period of absence will be charged with only so much as he/she used on a daily basis, so that for example, if Workers' Compensation benefits account for two-thirds of the Employee's daily pay, and sick leave benefits one-third, then one-third sick leave day shall be charged against the Employee's accumulated sick leave for every full day of such absence.

The maximum amount of sick leave that can be charged against the Employee's accumulated balance for a compensable injury is twenty(20) sick days.

Such supplement shall end after nine (9) months, after which time an affected Employee shall only receive any Workers' Compensation pay.

- **Section 10.4 Duration of Leave and Return.** a. The procedures of this Section shall be implemented when an employee has been absent due to long-term disability (both job-related and non-job-related) for a period of twenty-six (26) weeks from the date of disability.
- Upon notification from the Board to the employee pursuant to "a" above, b. the employee must within sixty (60) days present certification from his or her physician that the employee is able to perform or will be able to perform, his or her job within twelve (12) mouths of the date of disability. Date of disability shall be the first day the employee was unable to report to work due to disabling illness or injury. Successive periods of disability separated by less than three (3) calendar months are considered as the same disability when the illness or injury rendering the employee disabled remains the same. A returnto-work light duty on either a full-time or part-time basis shall not alter the original date of disability. If the employee's physician does not certify that the employee is able to perform, without limitation, the duties of his or her position or of any other available position offered by the Board or, if in the opinion of a physician selected by the Board, the employee is found to be unable to perform said duties, the Board, may terminate the employee. In such case, any disability benefits for which the employee may be eligible shall continue unaffected.
- c. When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the Board, a third medical opinion shall be obtained. For such purpose the employee shall select a physician from a list of three (3) physician providers (with the appropriate medical specialty) selected by the Board. Once the three (3) physicians are submitted to the employee, the employee shall have thirty (30) days to select one of the three (3). The third medical opinion shall prevail.
- d. In the event the employee does not report for required medical evaluations and/or fails to follow any of the timelines set forth in subparagraphs a through c, the employee may be terminated and such termination shall be deemed to be for just cause.

In the event the employee returns to work within the above-referenced twelve (12) months, he/she shall suffer no loss in continuous service or seniority rights.

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position with reasonable accommodations for the period of either twelve (12) consecutive months or eighteen (18) months during a twenty-four (24) month period, the Board shall have the right to retire or discharge the employee.

If any illness or injury results in a disability, the Board shall have the right to retire or discharge the employee whenever the undisputed medical prognosis indicates that the employee will not be able to perform the essential functions of the position with reasonable accommodations that the employee held prior to the injury or illness.

<u>Section 10.5.</u> <u>Statutorily Mandated Leaves.</u> Each Employee will be permitted to be absent from work for reasons mandated by state and/or federal law, such as federal family and medical leave and military duty. Claims that the Board or any of its agents violated any of such mandates shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 10.6. Application. Any leave or time off provided for under this Agreement will also be counted toward satisfying any statutorily mandated leaves of absence, including, but not limited to, the federal Family and Medical Leave Act. Decisions of the Director of Facilities regarding statutory or discretionary leave requests pursuant to this Article shall not be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

ARTICLE XI COMPENSATION

SECTION 11.0. Wage Schedule. Effective and retroactive to July 1, 2022 all classifications and wage rates outlined in Appendix A and in effect on June 30, 2022, shall be increased by 2.5% each year of the Agreement. All classifications and wage rates outlined in Appendix B and in effect on June 30, 2023 shall be increased by 2.5% in each of the two remaining years of the contract. Employees will be paid in accordance with the schedule attached hereto as Appendix A and made part of this Agreement. The Board may pay probationary Employees, during their respective probationary periods, at lower hourly rates than those set forth on Appendix A attached hereto, provided hourly rates shall not be reduced to a level that, if annualized, would yield the probationary Employee more than fifteen hundred dollars (\$1,500.00) less than the regular rate would yield him or her if annualized. After satisfactory completion of the probationary period, the Board shall pay the Employee at the current applicable regular straight-time hourly rate for the position.

SECTION 11.1. Tax Sheltered Annuity (TSA). Each Employee will be paid an annuity equal to 1.5% of base pay annually, in addition to the appropriate salary rate in Appendix A attached hereto. This annuity payment will be paid by the Board into an annuity fund selected by the Employee from an approved list of funds determined by the Board. To be eligible to receive the annuity under this Section in any given fiscal year, the Employee must first open an annuity fund during that fiscal year so that there is a fund available to receive payments from

the Board under this Section. If the fund imposes any fees associated with maintaining the fund, the parties agree to jointly select another fund. At no time will the Board pay for any fees associated with the Employee's annuity fund.

SECTION 11.2. Temporary Work at Higher Classification. A groundskeeper who is assigned to perform painting work shall be compensated at the rate of fifty cents (\$0.50) per hour above his or her regular straight-time hourly rate for all time he or she spends performing such painting work, as assigned.

SECTION 11.3. Vehicle Reimbursement. An Employee who is specifically authorized or assigned by the Director of Facilities to use his or her vehicle in the performance of his or her work shall be reimbursed by the Board in accordance with the Board's current mileage reimbursement policy.

SECTION 11.4. Pay Period. The normal payday shall be every other Friday. Overtime pay shall be paid as required by law.

SECTION 11.5.0. Uniforms. At all times while on duty, Employees must wear uniforms designated by the Director of Facilities.

SECTION 11.5.1. Each fiscal year, the Board shall provide each Employee with a uniform consisting of two (2) sweatshirts, two (2) button-down shirts, six (6) tee shirts and four (4) pair of pants. Employees will be responsible for the cleaning and maintenance of their uniforms. The Board of Education reserves the right to contract with a uniform service to provide uniform pants and shirts for maintenance workers in lieu of the purchase of uniform shirts and pants identified in this section. Shorts may not be worn when school is in session for students without the prior approval of the Director of Facilities.

SECTION 11.5.2. Suitable outer gear, acceptable to the Director of Facilities, for outside work during the winter months shall also be a standard uniform item, but shall be purchased by the Employee. Once during the term of this Agreement, the Director of Facilities shall reimburse each Employee in an amount not to exceed \$100 for the purchase of a replacement for his or her worn or otherwise unserviceable outer gear. The Director of Facilities may also authorize an Employee to purchase uniform items to replace those that become worn or otherwise no longer suitable for wear.

SECTION 11.5.3. The Board will provide extra protective clothing for use by Employees when needed for dirty work that is hard on regular uniforms and rain gear for Employees when required to work outside in foul weather.

SECTION 11.6. Tools. Broken tools owned by an Employee will be replaced or repaired when such tools are broken on the job. The Employee is

expected to have his/her own tools; however, some tools and equipment will be supplied by the Board. An annual tool allowance of one hundred seventy-five dollars (\$175.00) will be paid to the carpenter, electrician, plumber, HVAC Technician and Maintenance Supervisor, and the Employee who performs vehicle repair work for the Board. An annual tool allowance of fifty dollars (50.00) will be paid to the painter.

SECTION 11.7. Safety Shoes. Once per contract year, the Board shall reimburse each Employee up to a maximum of one hundred fifty dollars (\$150.00) for approved safety shoes, provided the Employee purchases such shoes during the contract year and regularly wears such shoes while performing work for the Board.

SECTION 11.8. Safety Eye Glasses. Employees shall wear safety glasses (prescription safety glasses if needed) as required by the Director of Facilities. The Board shall pay for the cost of such required safety eyewear.

SECTION 11.9. Direct Deposit. Employees will be paid through Direct Deposit to their personal bank account and the Employee's pay advice shall be provided electronically.

ARTICLE XII INSURANCE

SECTION 12.0. Medical Plan. The Board will make comprehensive group hospital and medical program, as described herein, available during the term of this Agreement to each eligible Employee who applies for it and to his or her eligible dependents. Additionally, the Board will provide a three-tier incentive based prescription drug formulary program with co-pays as described below during the term of this Agreement to each eligible Employee who applies for it and to his or her eligible dependents, subject to the terms and conditions set forth in the Medical Plan and in this Article.

Although prescription drug coverage provided hereunder is part of the Medical Plan, the Board may, at its option, provide such prescription drug coverage through the same carrier as or through a different carrier from the one that provides hospital/medical coverage hereunder.

Effective July 1, 2016, the Board of Education shall provide as the only plan a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) as outlined in Appendix B. Effective July 1, 2019, the single person deductible shall be \$2,250 and the two-person and family deductible shall be \$4,500. Effective July 1, 2020, the single person deductible shall be \$2,500 and the two-person and family deductible shall be \$5,000. Prescription drugs will be treated as any other expense until the applicable deductible level is reached. After the deductible is met covered drugs will be subject to a \$5 (\$10 when permitted by

law)/\$35/\$40 co-pay for retail and 2x those costs for Mail order. Members will be given the opportunity to join the HDHP during an open enrollment period in May/June.

The Board will contribute fifty percent of the deductible for active Employees participating in the HDHP. The Board will pay fifty percent of its share of the deductible on July 1 and the remaining fifty percent on January 1.

Any Employee ineligible to participate in the HSA may participate in a Health Reimbursement Arrangement (HRA) with the same terms as the HSA.

SECTION 12.1 Dental Plan. The Board will make comprehensive group dental insurance coverage available during the term of this Agreement to each eligible Employee who applies for it and to his or her eligible dependents. Covered services will be made available under the dental plan in effect as of the date on which this Agreement is signed (the "Dental Plan"), subject to the terms and conditions set forth in the Dental Plan and in this Article.

Board may self-insure the Medical and/or Dental Plan in whole or in part or, upon termination of an insurance contract with any carrier, may enter into an insurance contract with the same or a different carrier to provide covered services at a level that is not significantly diminished from the level of covered services in effect as of the date on which this Agreement is signed. The Board will provide the Union with as much advance notice as practicable of its plan to change the means by which it provides such covered service or to self-insure, which, under normal circumstances, shall be not less than sixty (60) days in advance.

SECTION 12.2.2. Cost Containment. Covered individuals must comply with any and all of the requirements set forth in the Medical and/or Dental Plans, an available alternate plan to which the Employee subscribes and/or by the care/service provider concerning pre-certification, pre-admission testing, utilization review, second opinions and other such cost control and utilization monitoring provisions.

SECTION 12.3. Costs of Coverage. The Board and each covered Employee will share the cost of the Medical Plan and Dental Plan coverage, as described above, that the Employee elects for him- or herself and his or her dependents from among the coverage that the Board makes available and for the Long-Term Disability coverage the Board provides Employees, as described below.

SECTION 12.3.1 Medical and Dental Plan. For coverage of regular full-time Employees under any of the Board's Medical and Dental Plans, the Board will contribute an amount equal to the following percentages of the cost of such

coverage under the Board's primary Medical and Dental Plans (including any and all increases in such costs that may arise during the term of this Agreement) and the covered Employee will pay the balance, provided that the Board will not be required to pay more for the coverage supplied by a more expensive alternate provider selected by the Employee than it would have to pay for coverage supplied by its primary carrier for the coverage provided:

EFFECTIVE DATE.

BOARD'S PREMIUM SHARE.

Effective July 1, 2022 and throughout the term of the Agreement the Board will pay seventy-nine percent (79%0 of the Premium Cost Share.

SECTION 12.4. Life Insurance. The Board will provide group term life insurance coverage for each eligible Employee in an amount equal to two (2) times his or her regular straight-time annualized pay. Employees will not be required to contribute to the premium for such coverage.

SECTION 12.5. Long-Term Disability Coverage. Effective July 1, 2004, the Board share of the premium for coverage under the Long-Term Disability Plan that the Board makes available will be equal to eighty percent (80%) of the premium cost. The Board shall make long-term disability coverage available to each regular full-time Employee who has completed at least five (5) continuous years of service as a member of the Maintenance Unit of the Darien School System in order to provide protection from the loss of income in the event the Employee becomes totally and permanently disabled as defined by the terms and conditions set forth in the policy providing such coverage, and the following:

The maximum monthly benefit payable under the coverage shall be 60% of the Employee's regular monthly pay as of his or her last day worked, up to a maximum monthly disability payment of \$3,500.

Monthly disability payments will begin after a 180 day waiting period and will continue to be made each month thereafter during the period of the Employee's total and permanent disability until the Employee ceases to be totally and permanently disabled, dies, reaches age 65, or becomes eligible for disability or normal, unreduced retirement under the Town of Darien Retirement Plan, whichever occurs first.

Monthly benefit payments will be reduced by any amount paid the Employee through workers' compensation, social security, other disability plans, retirement benefits, including but not limited to, normal and disability benefits, and any other offset normally found in long-term disability policies.

SECTION 12.6. Retirees. Upon retirement, an Employee who is between the age of 62 and normal Social Security retirement age, or who meets the "rule of 80,"

shall receive a one-time payment of \$15,000, except that this provision shall not apply to Employees employed on or after July 1, 2016.

- **SECTION 12.7. Auto Vandalism.** The Board will reimburse each Employee up to a maximum of \$250 (or such lesser amount that is equal to the deductible under the Employee's own automobile insurance policy) for damage to his or her automobile caused by vandalism while the automobile was parked on school property at a time when the Employee was engaged in performing his or her job responsibilities.
- **SECTION 12.8. Eye Examinations.** The Board will provide reimbursements for eye examinations or eyeglasses, to covered Employees and dependents, subject to a maximum of \$100 per Plan Year.
- SECTION 12.9. Dependent Care and Limited Purpose Reimbursement
 Account Plan. Effective July 1, 2016, the Board will make available to
 covered Employees a Dependent Care and Limited Purpose Reimbursement
 Account Plan in accordance with and subject to the provisions of Section 125
 of the Internal Revenue Code.

SECTION 12.10. General Provisions

- **12.10.1.** Plan Year. "Plan Year", as used in this Article, is hereby defined as the Board's fiscal year (July 1 June 30). The Board will notify the Union President of any change in Plan Year.
- **12.10.2.** <u>Eligible Dependents</u>. No Employee may extend to his or her dependents coverage under any of the Plans provided by this Agreement unless the Employee is covered by such plans.
- **12.10.3.** Change of Insurance Carrier. The Board shall have the sole discretion to choose its primary carrier, to change carriers and/or to self-insure in whole or in part, provided that the level of covered Medical and Dental services described in Sections 12.0 and 12.1 are not significantly diminished.
- **12.10.4. Disputes Relating to Benefits.** Eligibility for benefits shall be determined exclusively in accordance with the provisions of the respective insurance contracts acquired by the Board to provide covered services, and any dispute relating to eligibility for or the amount of covered services or benefits in any individual case shall be processed by the Employee directly with the respective insurance carrier and shall not subject the Board to any claim in any forum. In no event shall the Board be considered to be an insurer or a guarantor of any covered services or benefits.

SECTION 12.11. Return-to-Work Program. Nothing herein shall prevent the Board from implementing a managed care system and a "light duty" requirement in connection with its Workers' Compensation coverage.

SECTION 12.12. Reopener. By written request by the Board to the Union, the Board may initiate reopener negotiations over the provisions of this Article XII during the term of this Agreement if there is any material change in the provisions of the Affordable Care Act or related provisions of state or federal law or if rates increase by more than nine percent (9%) in any year, such negotiations to be governed by the provisions of the Municipal Employee Relations Act (MERA), Conn. Gen. Stat. Section 7-467 et seq.

ARTICLE XIII PENSION

SECTION 13.0. Pensions. All eligible Employees shall be covered by the Town of Darien Municipal Employees Retirement Plan, or any other retirement plan adopted by the Town of Darien, as well as the Social Security Retirement Plan. Written payroll deduction authorization for Employee contributions required by the Retirement Plan must be given by the Employee within seven (7) days of receipt of the notice stating the date of eligibility. Eligibility in retirement plan will be determined under the regulations of the Darien Municipal Employees Retirement Plan, and disputes concerning eligibility, benefits and other matters relating to retirement shall not be subject to the grievance and arbitration procedures set forth in Article XVI hereof, but shall be submitted to the Town Retirement Plan Committee.

ARTICLE XIV DISCIPLINARY PROCEDURE

Section 14.0. Discipline and Discharge. No Employee successfully completed his or her probationary period of employment (a "nonprobationary Employee") shall thereafter be discharged or disciplined without just cause, provided that only cases of discharge and disciplinary suspensions without pay may be processed to arbitration. Disciplinary warnings (verbal or written) issued to a non-probationary Employee may be the subject of a grievance but shall not be processed beyond Step 2 of the grievance procedure. Any non-probationary Employee who disputes a written warning may append to the warning a copy of his or her grievance and a statement setting forth the basis for his or her disagreement with it, provided that nothing in this Section will preclude a nonprobationary Employee from challenging at an arbitration hearing over his or her disciplinary suspension or discharge prior disciplinary warnings that are used by the Board to support such suspension or discharge.

SECTION 14.1. Notice of Discipline. The Board will provide an Employee with a copy of each written warning, written notice of suspension or written notice of discharge issued to him or her.

ARTICLE XV SEPARABILITY

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by a court or governmental body of established and competent jurisdiction, the balance and remainder of this Agreement will remain in full force and effect.

ARTICLE XVI GRIEVANCE AND ARBITRATION

SECTION 16.0. The procedure set forth in this Article shall be the exclusive means for addressing disputes between the Board and an Employee or group of Employees involving the interpretation and/or application of an express provision of this Agreement. The Board and the Union agree that proceedings shall be kept as confidential as possible.

SECTION 16.1. Definitions:

- **16.1.1.** A "Grievance" is hereby defined as any written claim by an Employee or group of Employees that the Board or the Superintendent (or Superintendent's designee), or the Director of Facilities (or his/her designee), violated, misinterpreted, or misapplied a specific provision expressed in this Agreement. Each Grievance must set forth a brief statement of the event giving rise to the Grievance and the Article and Section of this Agreement allegedly violated or misapplied.
- **16.1.2.** "Grievant" is hereby defined as the Employee or group of Employees who file(s) a Grievance.
 - **16.1.3.** A "Day" is hereby defined as a regular workday.
- **SECTION 16.2. Procedures:** The exclusive forum for Processing Grievances shall be this Grievance and Arbitration Procedure, which shall be applied as follows:
- **16.2.1. Step 1. Director of Facilities**: Grievant must, by the end of the fifth (5th) day following the event giving rise to the Grievance, submit the Grievance to the Director of Facilities.
- **16.2.2. Step 2. Director of Human Resources**: If the Grievance is not resolved within five (5) days after the Grievance was received by the Director of

Facilities, and Grievant desires to proceed further, Grievant must, by the end of the tenth (10th) day after it was submitted to the Director of Facilities, submit the Grievance to the Director of Human Resources and the Union's Staff Representative. At the request of the Union's Staff Representative, the Director of Facilities and the Director of Human Resources shall, within twenty (20) days after the Grievance was first submitted to the Director of Facilities, meet with the Grievant and the Union's Staff Representative, with or without the Union's President, in an effort to resolve the Grievance.

- 16.2.3. Step 3. Superintendent: If the Grievance is not resolved within five (5) days after the Grievance was received by the Director of Human Resources, and Grievant desires to proceed further, Grievant must, by the end of the tenth (10th) day after it was submitted to the Director of Human Resources, submit the Grievance to the Superintendent and the Union's Staff Representative. At the request of the Union's Staff Representative, the Director of Human Resources and the Superintendent shall, within twenty (20) days after the Grievance was first submitted to the Director of Human Resources, meet with the Grievant and the Union's Staff Representative, with or without the Union's President, in an effort to resolve the Grievance.
- **16.2.4. Step 4. Arbitration**: If the Grievance is not resolved at Step 3, and the Union wishes to proceed further, the Union must file a Demand for Arbitration with the American Arbitration Association (AAA) in accordance with its Voluntary Rules for Labor Arbitration then subsisting, subject to the following terms and conditions:
- **16.2.4.1.** The Grievance must arise out of and involve the interpretation or application of a specific provision expressed in this Agreement and will not be arbitrable if it claims a right, benefit or obligation not expressly set forth in a specific provision of this Agreement.
- **16.2.4.2.** The Demand for Arbitration must be made in writing by certified mail, return receipt requested, with a copy to the Director of Human Resources, postmarked within the twenty (20) calendar days immediately following the Grievant's receipt of the Superintendent's response at Step 3, or absent such response, within twenty (20) calendar days following the expiration of the time for providing such response.
- **16.2.4.3.** The Arbitration must be in accordance with the American Arbitration Association's Voluntary Rules for Labor Arbitration in existence at the time the Demand for Arbitration is filed.
- **16.2.4.4.** The Demand for Arbitration must be limited to the same Grievance submitted to the Superintendent in Step 3.

- **16.2.4.5.** The Arbitrator's authority will be limited to determining whether, by the allegations contained in the Grievance, the Board violated or misapplied the specific provision expressed in this Agreement as alleged in the Grievance. The Arbitrator will have authority to render appropriate "make whole" awards consistent with the provisions of this Agreement and other applicable rules governing the Arbitrator's conduct and authority.
- **16.2.4.6.** The decision of the Arbitrator will be final and binding, subject to the right of either party to have the award confirmed, vacated or modified according to law.
- **16.2.4.7.** The cost of the Arbitrator's fees and hearing room rental, if any, will be shared equally by the Board and the Union, but each party will bear the cost of its own representatives, transcripts and other items.
- **16.2.4.8.** Grievances must be filed for arbitration separately, and an Arbitrator may not hear multiple Grievances unless the Director of Human Resources and the Union agree in writing to allow the Arbitrator to do so.
- **16.2.4.9.** Only the Union will have the authority to submit a Grievance to Arbitration.
- **SECTION 16.3. Time Limits.** The time limits specified herein are of the essence and may only be extended by mutual written agreement of the Director Human Resources and the Union. Failure to process a Grievance within the time limits provided herein shall be deemed a waiver of such Grievance, and the Grievance shall be considered resolved in accordance with the position of the Board. Failure by the Board representatives to meet or respond to the Grievance within the time limits provided herein shall permit the Grievant or the Union, as appropriate, to process the Grievance to the next Step provided they do so within the time limits set forth herein.
- **SECTION 16.4. Representation.** Grievant will be permitted to be accompanied by the Union's President and/or the Union's Business Representative at all grievance meetings and arbitration hearings except at Step 1, where only the Union's President will be permitted. Grievances shall not be processed and Grievance meetings or discussions shall not be held during work time without the express prior approval of the Director of Human Resources, although arbitration hearings may be held during work time according to a schedule mutually acceptable to the Board, the Union and the Arbitrator.
- **SECTION 16.5. Confidentiality.** The Grievance and the Grievance process, including arbitration, shall be kept confidential, to the extent permitted by law.
- **SECTION 16.6. Sole Procedure.** The Grievance procedure contained herein, including arbitration, shall be the exclusive method of resolving Grievances.

SECTION 16.7. Union Authority. Nothing contained herein shall require the Union to process any Grievance which in its opinion is without merit, and no Employee shall have the right to process a Grievance to arbitration, as such right is reserved exclusively to the Union.

SECTION 16.8. Settlements. Grievance settlements reached at Step 1 shall not be used as evidence or precedent in any other Grievance, at arbitration or in any other forum.

ARTICLE XVII WORK CONTINUITY

Neither the Union and its officers and agents, on behalf of themselves and/or the Employees in the bargaining unit, nor any Employee, will engage in, encourage, or tolerate any strike, picketing, leafleting, slowdown, sit down, or any interruption of work in any form for the term of this Agreement.

ARTICLE XVIII PAYROLL DEDUCTIONS

SECTION 18.0. Upon receipt of an employee's signed authorization to deduct membership dues or voluntary fees, the Employer agrees to deduct from the pay of the employee an amount as established and periodically adjusted by the union. Such deductions shall continue unless the Employer is notified in writing, by the union, that the employee is no longer a member. The Union reserves the right to modify and/or replace the deduction authorization form.

The parties recognize that the authorization of the Union to payroll deductions is an agreement solely between the Union and its members which the member may revoke consistent with the Union's membership rules. Should a bargaining unit member approach the Employer or its agent to terminate or modify his or her contractual relationship with the Union, that bargaining unit member will be directed to communicate such intent directly with the Union.

The Board agrees to deduct from the pay of each employee who has signed an authorized payroll deduction card, a sum certified by the Secretary/Treasurer of the Union as Union dues. Such deduction will be periodically made from the payroll at times agreed upon by the Employer and the Union, and the total deductions so made shall be mailed or electronically delivered to AFSCME Council 4 on a weekly/bi-weekly/monthly basis. Such deduction shall continue for the duration of this Agreement and/or any extension hereof unless otherwise notified by Council 4.

SECTION 18.2. The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds collected by the Employer hereunder are remitted to the Union, the disposition of such funds thereafter shall be the sole and exclusive obligation of the Union, and the Employer shall have no further obligation, financial or otherwise, under Section 1 of this Article.

SECTION 18.3. Payroll deductions will be made in weekly/bi-weekly pay periods for properly executed deduction authorization forms received at the Employer's payroll office on or before the fifth day of the preceding month. However, the Employer assumes no responsibility either to the employee or to the Union for any failure to make or for any errors made in making such deductions, but will make such efforts as it deems appropriate in correcting any such errors or omissions.

SECTION18.4. Deductions shall be remitted to the AFSCME Council 4 not later than twenty (20) days after the end of the preceding month during which deductions were made.

SECTION 18.5 - Orientation All new hires which are represented by the bargaining unit, within fifteen (15) days of their start date, shall be released from work, for one (1) hour without loss of pay, to attend a Union orientation. Management shall not be present during the Union's orientation

ARTICLE XIX SNOW REMOVAL

Notwithstanding any prior practice or agreement to the contrary, the Board considers snow removal to be an essential function of the positions in the Union. All employees must report to work and participate in snow removal on weekends, prior to the start of school or when schools are closed for students, except as otherwise provided in ARTICLE X.

ARTICLE XX ENTIRE AGREEMENT

The provisions of this Agreement constitute the entire agreement between the Board and the Union and may be changed only in accordance with the provisions set forth herein, or by mutual agreement of the parties reduced to writing and signed by them.

ARTICLE XXI DURATION

This Agreement shall become effective upon execution and shall remain in full force and effect without reopening of any kind except as provided in Article XII up to and including June 30, 2025 provided that if neither party hereto gives notice to the other in writing prior to February 1, 2025 that it desires to negotiate a successor to this Agreement, this Agreement shall continue in full force and effect for an additional year, and from year to year thereafter unless either party, prior to February 1 of any such year, gives the other party notice of its intention to terminate said Agreement.

in witness whereof, the on this day of, 202	parties have caused their names to be signed 2.
DARIEN BOARD OF EDUCATION	DARIEN SCHOOL MAINTENANCE ASSOCIATION LOCAL 1303-252 OF CONNECTICUT COUNCIL #4, AFSCME, AFL-CIO
By Jame P Lines	By Its President
Approved by the Darien Board Of Education	Signed: Staff Representative Connecticut Council #4 AFSCME, AFL-CIO

APPENDIX A WAGE RATES

For Fiscal Year 2022-2023				
2.5% General Wage Increase				
Classification	Regular			
	Straight-Time			After 20
	Hourly Rate	After 10 Years	After 15 Years	Years
Groundskeeper II	\$35.56	\$36.13	\$36.20	\$36.27
Groundskeeper	37.35	37.91	37.98	38.08
Carpenter/Painter	48.07	48.62	48.71	48.81
Plumber	48.98	49.53	49.60	49.68
Electrician	48.98	49.53	49.60	49.68
HVAC Technician	48.98	49.53	49.60	49.68
Groundskeeper/Mechanic	48.98	49.53	49.60	49.68
For Etocal Voca 0000 0004				
For Fiscal Year 2023-2024 2.50% General Wage Increase				
Classification				
	Regular Straight-Time			After 20
	Hourly Rate	After 10 Years	After 15 Years	Years
Groundskeeper II	\$36.45	\$37.03	\$37.11	\$37.18
Groundskeeper	38.28	38.86	38.93	36.42
Carpenter/Painter	49.27	49.83	49.93	50.03
Plumber	50.21	50.77	50.84	50.92
Electrician	50.21	50.77	50.84	50.92
HVAC Technician	50.21	50.77	50.84	50.92
Groundskeeper/Mechanic	50.21	50.77	50.84	50.92
For Fiscal Year 2024-2025				
2.50% General Wage Increase				
Classification	Devilen			
	Regular Straight-Time			After 20
	Hourly Rate	After 10 Years	After 15 Years	Years
Groundskeeper II	\$37.36	\$37.96	\$38.04	\$38.11
Groundskeeper	\$39.24	39.83	39.90	40.01
Carpenter/Painter	50.51	51.08	51.17	51.28
Plumber	51.46	52.04	52.11	52.20
Electrician	51.46	52.04	52.11	52.20
HVAC Technician	51.46	52.04	52.11	52.20
Groundskeeper/Mechanic	51.46	52.04	52.11	52.20
A .				

APPENDIX B

WAGE RATES FOR EMPLOYEES HIRED AFTER JULY 1, 2022

For Fiscal Year 2022-2023 General Wage Classification

	Regula	ar Straight-					
	Time F	Iourly Rate	After 1	lO years	After	15 Years	After 20 Years
Groundskeeper	\$	28.50	\$	28.64	\$	28.79	\$ 28.93
Carpenter	\$	37.31	\$	37.50	\$	37.69	\$ 37.88
Painter	\$	30.00	\$	30.15	\$	30.30	\$ 30.45
Plumber	\$	38.25	\$	38.44	\$	38.63	\$ 38.83
Electrician	\$	38.25	\$	38.44	\$	38.63	\$ 38.83
HVAC	\$	38.25	\$	38.44	\$	38.63	\$ 38.83
Mechanic	\$	38.25	\$	38.44	\$	38.63	\$ 38.83

For Fiscal Year 2023-2024 2.50% General Wage Increase Classification

	Re	egular					
	,	ght-Time					
	Hou	ırly Rate	Afte	r 10 years	Aftei	r 15 Years	After 20 Years
Groundskeeper	\$	29.21	\$	29.36	\$	29.51	\$ 29.65
Carpenter	\$	38.25	\$	38.44	\$	38.63	\$ 38.82
Painter	\$	30.75	\$	30.90	\$	31.06	\$ 31.21
Plumber	\$	39.21	\$	39.40	\$	39.60	\$ 39.80
Electrician	\$	39.21	\$	39.40	\$	39.60	\$ 39.80
HVAC	\$	39.21	\$	39.40	\$	39.60	\$ 39.80
Mechanic	\$	39.21	\$	39.40	\$	39.60	\$ 39.80

For Fiscal Year 2024-2025
2.50% General Wage Increase
Classification

	_	ar Straight- Iourly Rate	Aftei	r 10 years	After	15 Years	After 20 Years
Groundskeeper	\$	29.94	\$	30.09	\$	30.24	\$ 30.39
Carpenter	\$	39.20	\$	39.40	\$	39.60	\$ 39.79
Painter	\$	31.52	\$	31.68	\$	31.83	\$ 31.99
Plumber	\$	40.19	\$	40.39	\$	40.59	\$ 40.79
Electrician	\$	40.19	\$	40.39	\$	40.59	\$ 40.79
HVAC	\$	40.19	\$	40.39	\$	40.59	\$ 40.79
Mechanic	\$	40.19	\$	40.39	\$	40.59	\$ 40.79

APPENDIX C INSURANCE (Begins on Next Page)

Darien Public Schools: Anthem Century Preferred PPO HSA MAINTENANCE

Anthem® BlueCross and BlueShield

copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call (888) plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, https://eoc.anthem.com/eocdps/fi. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, 224-4896 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$2,500/person or \$5,000/family for In-Network Providers. \$2,500/person or \$5,000/family for Non-Network Providers.	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.
Are there services covered before you meet your <u>deductible?</u>	Yes. <u>Preventive Care</u> for In- <u>Network Providers</u> .	This plan covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive</u> <u>services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive</u> services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-</u> <u>pocket limit</u> for this <u>plan</u> ?	\$5,000/person or \$10,000/family for In- <u>Network</u> <u>Providers.</u> \$5,000/person or \$10,000/family for Non- Network Providers.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket</u> limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes, Century Preferred. See www.anthem.com or call (888) 224-4896 for a list of network providers.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's</u> network. You will pay the most if you use an <u>Out-of-Network Provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>palance billing</u>). Be aware your <u>network provider</u> might use an <u>Out-of-Network Provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.

You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies. ė Ž Do you need a referral to see a specialist?

	· · · · · · · · · · · · · · · · · · ·	What You	What You Will Pay	T : E
Common Medical Event	Services You May Need	In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
	Primary care visit to treat an injury or illness	0% coinsurance	30% coinsurance	none
If you visit a	Specialist visit	0% coinsurance	30% coinsurance	none
health care provider's office or clinic	Preventive care/screening/ immunization	No charge	30% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	0% coinsurance	30% <u>coinsurance</u>	Costs may vary by site of service.
	Imaging (CT/PET scans, MRIs)	0% coinsurance	30% coinsurance	Costs may vary by site of service.
If you need drugs to treat your illness or	Tier 1 - Typically Generic	\$5/prescription (retail) and \$10/prescription (home delivery)	30% coinsurance (retail) and Not covered (home delivery)	
condition More information about prescription	Tier 2 - Typically Preferred Brand	\$35/prescription (retail) and \$70/prescription (home delivery)	30% <u>coinsurance</u> (retail) and Not covered (home delivery)	
drug coverage is available at http://www.anthem.com/pharmacyinformation/	Tier 3 - Typically Non-Preferred Brand and Generic drugs	\$40/prescription (retail) and \$80/prescription (home delivery)	30% <u>coinsurance</u> (retail) and Not covered (home delivery)	*See Prescription Drug section
Antonia Line	Comilian too la or ambulatory			
It you have outpatient	raclity ree (e.g., ambwatory surgery center)	0% coinsurance	30% coinsurance	none
surgery	Physician/surgeon fees	0% coinsurance	30% coinsurance	none
	Emergency room care	0% coinsurance	Covered as In-Network	none
It you need immediate	Emergency medical transportation	0% coinsurance	Covered as In-Network	none
medical attention	Urgent care	0% coinsurance	30% coinsurance	none

		What You	What You Will Pay	Timing Dynamics 8.
Common Medical Event	Services You May Need	In-Network Provider (You will pay the least)	Non-Network Provider (You will pay the most)	Other Important Information
If you have a	Facility fee (e.g., hospital room)	0% coinsurance	30% coinsurance	100 days/benefit period for Inpatient rehabilitation.
hospital stay	Physician/surgeon fees	0% coinsurance	30% coinsurance	none
If you need		Office Visit	Office Visit	Office Visit
mental health.		0% coinsurance	30% coinsurance	none
behavioral health,	Outpatient services	Other Outpatient	Other Outpatient	Other Outpatient
or substance		0% coinsurance	30% coinsurance	none
abuse services	Inpatient services	0% coinsurance	30% coinsurance	none
	Office visits	No charge	30% coinsurance	Cost sharing does not apply for
If you are	Childbirth/delivery professional services	0% coinsurance	30% coinsurance	preventive services. Maternity care may include tests and
pregnant	Childbirth/delivery facility services	0% coinsurance	30% coinsurance	services described elsewhere in the SBC (i.e. ultrasound).
	Home health care	0% coinsurance	25% coinsurance	none
	Rehabilitation services	0% coinsurance	30% coinsurance	*Coo Theory Corrices cootion
If you need help	Habilitation services	0% coinsurance	30% coinsurance	occ micrapy octavices sections
recovering or have other special	to amo	0% coinsurance	30% coinsurance	220 days/benefit period for skilled nursing services.
health needs	Durable medical equipment	0% coinsurance	30% coinsurance	*See <u>Durable Medical</u> <u>Equipment</u> Section
	Hospice services	0% coinsurance	30% coinsurance	none
If your child	Children's eye exam	Not covered	Not covered	9000
needs dental or	Children's glasses	Not covered	Not covered	
eye care	Children's dental check-up	Not covered	Not covered	none

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Cosmetic surgery Dental Check-up
- Long-term care
- Weight loss programs

- Eye exams for a child Dental care (Adult)
- Routine eye care (Adult)

- Dental care (Pediatric)
- Routine foot care unless you have been diagnosed with diabetes Glasses for a child

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

Acupuncture

Bariatric surgery

- Chiropractic care 50 visits/benefit period combined with all other therapies
- * For more information about limitations and exceptions, see plan or policy document at https://eoc.anthem.com/eocdps/fi.

Hearing aids 1 Item(s)/ear every 2 benefit •

Infertility treatment

Most coverage provided outside the United

States. See www.bcbsglobalcore.com

 Private-duty nursing in a Home Setting only Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Connecticut Department of Insurance, 153 Market Street, 7th Floor, Hartford, CT 06103, (860) 297-3000, (800) 203-3447, Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform, or contact Anthem at the number on the back of your ID card. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan this notice, or assistance, contact:

ATTN: Grievances and Appeals, P.O. Box 1038, North Haven, CT 06473-4201

Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform

Connecticut Department of Insurance, 153 Market Street, 7th Floor, Hartford, CT 06103, (860) 297-3000, (800) 203-3447

Connecticut Office of Healthcare Advocate, P.O. Box 1543, Hartford, CT 06144, (866) 466-4446, www.ct.gov/oha, healthcare.advocate@ct.gov

Does this plan provide Minimum Essential Coverage? Yes

Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare,

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

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

\$2,500

The total Mia would pay is

\$3,220

The total Joe would pay is

\$2,570

The total Peg would pay is



coverage.

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only

Mia,	(in-network em	
Managing Iog's Type 2 Diabetes	(a year of routine in-network care of a well-	controlled condition)
Peoris Having a Baby	vork pre	hospital delivery)

■ The plan's overall deductible ■ Specialist coinsurance ■ Hospital (facility) coinsurance ■ Other coinsurance	\$2,500 0% 0% 0%	■ The plan's overall deductible Specialist coinsurance Hospital (facility) coinsurance Other coinsurance	\$2,500 0% 0% 0%	The plan's overall deductible Specialist coinsurance Hospital (facility) coinsurance Other coinsurance	\$2,500 0% 0% 0%
This EXAMPLE event includes services like: Specialist office visits (prenatal care) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services Diagnostic tests (ultrasounds and blood work) Specialist visit (anesthesia)	ses (4)	This EXAMPLE event includes services like: Primary care physician office visits (including disease education) Diagnostic tests (blood work) Prescription drugs Durable medical equipment (glucose meter)		This EXAMPLE event includes services like: Emergency room care (including medical supplies) Diagnostic test (x-ray) Durable medical equipment (rwtches) Rehabilitation services (physical therapy)	blies)
Total Example Cost	\$12,700	\$12,700 Total Example Cost \$1	\$5,600	Total Example Cost \$2,8	\$2,800
In this example, Peg would pay: Cost Sharing		In this example, Joe would pay: <u>Cost Sharing</u>		In this example, Mia would pay: <u>Cost Sharing</u>	
Deductibles	\$2,500	Deductibles	\$2,500	Deductibles \$2,5	\$2,500
Copayments	\$10		\$700	Copayments	\$0
Coinsurance	0\$	Coinsurance	0\$	Coinsurance	0\$
What isn't covered		What isn't covered		What isn't covered	
Limits or exclusions	09\$	Limits or exclusions	\$20	Limits or exclusions	\$0

The plan would be responsible for the other costs of these EXAMPLE covered services.

Summary of Benefits Anthem Dental Essential Choice Darien BOE - Maintenance

Anthem Dental Complete Network



WELCOME TO YOUR DENTAL PLAN!

Regular dental checkups can help find early warning signs of certain health problems, which means you can get the care you need to get healthy. So, don't skimp on your dental care, good oral care can mean better overall health!

Powerful and easily accessible member tools.

- Ask a Hygienist: Dental members can simply email their dental questions to a team of licensed dental professionals who in turn will respond in about 24 hours.
- Dental Health Risk Assessment: We want our dental members to better understand their oral health and their risk factors for tooth decay, gum disease and oral cancer. This easy to use online tool can help them do this.
- Dental Care Cost Estimator: In order to help our dental member better understand the cost of their dental care, we offer access to a user-friendly, web-based tool that provides estimates on common dental procedures and treatments when using a network dentist.
- More Capabilities: With our latest mobile application, Anthem Anywhere, members can find a network dentist as well as view their claims. It's available both for Android and Apple phones.

Dentists in your plan network.

- You'll save money when you visit a dentist in your plan network because Anthem and the dentist have agreed on pricing for covered services. Dentists who are not in your plan network have not agreed to pricing, and may bill you for the difference between what Anthem pays them and what the dentist usually charges.
- To find a dentist by name or location, go to anthem.com or call dental customer service at the number listed on the back of your ID card.

Ready to use your dental benefits?

- · Choose a dentist from the network
- Make an appointment
- . Show the office staff your member ID card
- Pay any deductible or copay that is part of your plan

Need to contact us?

See the back of your ID card for who to call, write or email.

Your dental benefits at a glance

The following benefit summary outlines how your dental plan works and provides you with a quick reference of your dental plan benefits. For complete coverage details, please refer to your policy.

		In-Network	Out-of-Network
Annual Benefit Maximum	Contract Year		
· Per insured person		\$2,000	\$2,000
D&P applies to Annual Maximum		Yes	Yes
Annual Maximum Carryover / Carry in		No/No	No/No
Orthodontic Lifetime Benefit Maximum			
· Per eligible insured person		\$1,000	\$1,000
Annual Deductible (Does not apply to Orthodont	ic Services)		
· Per insured person/Family maximum	Contract Year	\$50/2X Individual	\$50/2X Individual
Deductible Waived for Diagnostic/Preventive Services		Yes	Yes
Out-of-Network Reimbursement:		90th percentile	

Anthem BCBS is the trade name for Anthem Health Plans, Inc., an Independent licensee of the Blue Cross and Blue Shield Association.

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THE STATE OF THE S				
Dental Services		In-Network Anthem Pays:	Out-of-Network Anthem Pays:	Waiting Period
Diagnostic and Preventive Services		100% Coinsurance	100% Coinsurance	No Waiting Period
· Periodic oral exam	2 per 12 months			
· Teeth cleaning (prophylaxis)	2 per 12 months; w/periodontal maintenance			
- Bitewing X-rays:	2 sets per 12 months			
· Full-mouth or Panoramic X-rays:	1 per 36 months			
· Fluoride application:	1 per 12 months through age 19			
· Space Maintainers	1 per lifetime through age 18; posterior teeth			
· Consultation (second opinion)	1 per 12 months			
Basic Services		80% Coinsurance	80% Coinsurance	No Waiting Period
· Amalgam (silver-colored) Filling	1 per tooth per 12 months			1
· Composite (tooth-colored) Filling	1 per tooth per 12 months	l .		
posterior (back) fillings alternated	to amalgam benefit (silver-colored filling)			
· Brush Biopsy (cancer test)	Covered, 1 per 12 months; all ages			
Sealants	1 per 60 months; through age 16			1
Washington (New York)	- P 2	2004 0 4		
Endodontics (Non-Surgical)	488	80% Coinsurance	80% Coinsurance	No Waiting Period
· Root Canal and retreatments	1 per tooth per 24 months			
Endodontics (Surgical)		80% Coinsurance	80% Coinsurance	No Waiting Period
· Apicoectomy and apexification	1 per tooth per 24 months			
Periodontics (Non-Surgical)		80% Coinsurance	80% Coinsurance	No Waiting Period
· Periodontal Maintenance	4 per 12 months; w/teeth cleaning	l .		1
Scaling and root planing	1 per quadrant per 24 months		2000	
Periodontics (Surgical)	1 per quadrant per 36 months	80% Coinsurance	80% Coinsurance	No Waiting Period
Periodontal Surgery (osseous, gingivectomy, graft procedures)				
Oral Surgery (Simple)		80% Coinsurance	80% Coinsurance	No Waiting Period
· Simple Extractions	1 per tooth per lifetime			
Oral Surgery (Complex)		80% Coinsurance	80% Coinsurance	No Waiting Period
Surgical Extractions	1 per tooth per lifetime			
Major (Restorative) Services		80% Coinsurance	80% Coinsurance	No Waiting Period
· Crowns, onlays, veneers	1 per tooth per 60 months			
· Cosmetic teeth whitening	Not Covered			
Prosthodontics		50% Coinsurance	50% Coinsurance	No Waiting Period
· Dentures and bridges	1 per tooth per 60 months			J
· Dental Implants	Not Covered	1		
Prosthodontic Repairs/Adjustments	1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	80% Coinsurance	80% Coinsurance	No Waiting Period
 Crown, denture, bridge repairs 	1 per 12 months; 6 months after placement	t ·		
· Denture and bridge adjustments:	2 per 12 months; 6 months after placement	t .		
Orthodontic Services				100000
Dependent Children Only*		60% Coinsurance	60% Coinsurance	No Waiting Periods

^{*}Child orthodontic runs through age 19. This means that the child must have been banded prior to their 20th birthday in order to receive coverage.

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Additional Services and Programs

Anthem Whole Health Connection -Dental

For members with certain health conditions, additional dental benefits are available without a deductible or waiting periods.
 Eligible services are paid at 100% and won't reduce your coverage year annual maximum (if applicable)

Accidental Dental Injury Benefit

 Provides members 100% coverage for accidental injuries to teeth up to the coverage year annual maximum (if applicable). No deductibles, member coinsurance, or waiting periods apply

Extension of Benefits

 Following termination of coverage, members are provided up to 60 days to complete treatment started prior to their termination of coverage under the plan and eligible services will be covered

International Emergency Dental Program

Provides emergency dental benefits while working or traveling abroad from licensed, English-speaking dentists.
 Eligible covered services will be paid 100% with no deductibles, member coinsurance, or waiting periods and won't reduce the member coverage year annual maximum (if applicable)

Additional Limitations & Exclusions

Below is a partial listing of non-covered services under your dental plan. Please see your policy for a full list.

Services provided before or after the term of this coverage - Services received before your effective date or after your coverage ends, unless otherwise specified in the dental plan certificate

Orthodontics (unless included as part of your dental plan benefits) including orthodontic braces, appliances and all related services

Cosmetic dentistry (unless included as part of your dental plan benefits) provided by dentists solely for the purpose of improving the appearance of the tooth when tooth structure and function are satisfactory and no pathologic conditions (cavities) exist

Drugs and medications including intravenous conscious sedation, IV sedation and general anesthesia when performed with nonsurgical dental care

Analgesia, analgesic agents, and anxiolysis nitrous oxide, therapeutic drug injections, medicines or drugs for nonsurgical or surgical dental care except that intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your employee benefits booklet. In the event of a discrepancy between the information in this summary and the employee booklet, the employee booklet will prevail.