

OXFORD BOARD OF EDUCATION

And

**PHYSICAL AND OCCUPATIONAL
THERAPIST EMPLOYEES
LOCAL 1303-477 OF COUNCIL 4
AFSCME, AFL-CIO**

LABOR AGREEMENT

July 1, 2019 through June 30, 2022

Table of Contents

INTRODUCTORY CLAUSE	1
ARTICLE I – RECOGNITION	1
ARTICLE II – MANAGEMENT RIGHTS	1
Coverage	2
ARTICLE III – UNION SECURITY	2
Employee Definition.....	2
Dues Deduction.....	2
Dues	2
ARTICLE IV – SENIORITY	2
Seniority.....	2
Seniority List	2
ARTICLE V – LAYOFF PROCEDURE	3
ARTICLE VI– PROBATIONARY PERIOD	4
ARTICLE VII – INSURANCE BENEFITS	4
ARTICLE VIII – WORK YEAR	6
ARTICLE IX – HOLIDAYS	6
ARTICLE X – LEAVES OF ABSENCE	7
Sick Leave.....	7
Personal Leave	7
Bereavement Leave.....	8
Jury Duty	9
General Leave.....	9
Professional Leave	9
ARTICLE XI – WAGES	10
ARTICLE XII – GRIEVANCE PROCEDURE	10
Purpose.....	10
Definition	10
Procedure.....	10
Step 1 - Responsible Administrator.....	11
Step 2 - Superintendent	11
Step 3 - Board of Education	11
Step 4 - Arbitration	11
Time Limits.....	12
ARTICLE XIII – MISCELLANEOUS	12
Travel Allowance	12
Inclement Weather.....	12

Pension12
Disciplinary Action13
ARTICLE XIV – NO STRIKE PROVISION13
ARTICLE XV – SAVINGS CLAUSE.....13
ARTICLE XVI – DURATION.....13
SIGNATURE PAGE.....14
APPENDIX A

INTRODUCTORY CLAUSE

This Agreement made by and between the Oxford Board of Education and Local 1303-477 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, in order to increase general efficiency in the School System and to maintain the existing relationship between the Board and its employees and to promote the morale, equal rights, well-being, and security of its employees, the Board and the Union hereby bind themselves into this mutual agreement as follows:

ARTICLE I – RECOGNITION

- 1.0 The Board of Education hereby recognizes AFSCME Council 4, Local 1303-477, as the sole and exclusive bargaining representative of all licensed physical and occupational therapists working more than nineteen-and-a-half (19.5) hours per week for the purposes of, and with all the rights and privileges as provided by Section 7-467 et seq. of the Connecticut General Statutes.

ARTICLE II – MANAGEMENT RIGHTS

- 2.0 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to those rights provided by Conn. Gen. Stat, 10-220 and the following:
- a. To maintain public schools and such other educational activities as in its judgment will serve the interest of the students and Town of Oxford.
 - b. To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures.
 - c. To discontinue processes or operations or to discontinue their performance by employees in accordance with layoff procedures.
 - d. To select and to determine the number and types of employees required to perform the Board's operations, and to create, modify and/or eliminate positions accordingly.
 - e. To employ, assign, transfer, promote or demote employees, or to lay off, furlough, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.

- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, and to discipline employees as determined to be appropriate by the Board.

2.1 Coverage

In the event of an employee's excused or unexcused absence from work for two days or longer, the Superintendent or his or her designee may retain contracted services after first offering such work to qualified bargaining unit members. In no event shall employees be laid off or suffer a reduction of hours because of such contracting.

ARTICLE III – UNION SECURITY

- 3.0 Employees may execute in writing, a deduction authorization for the limited purpose of authorizing the Board to deduct from their wages dues, service fees and initiation fees fixed and certified in writing by the Union.

3.1 Employee Definition

Hereafter, where the term "employee" is used without further explanation in this Agreement, it shall mean and include Article I, Section 1.0.

3.2 Dues Deduction

The Union shall save the Board harmless from any and all claims, demands, suits or judgments arising from the implementation of this Section.

3.3 Dues

The dues and fees deduction for each bi-weekly payroll will be remitted to the Council #4 office along with an itemized list of employees showing the amount of dues deducted, addresses and social security numbers of said employees.

ARTICLE IV – SENIORITY

4.0 Seniority

Seniority within the bargaining unit shall be defined as length of continuous service since the most recent hire with the Oxford Board of Education. A service break of less than 24 months, in the event of layoff, shall not be considered a break in service, though no seniority will accrue during any such break in service. All future hires into the local shall have their seniority from the date hired into the local.

4.1 Seniority List

The Board shall prepare a seniority list of bargaining unit employees on an annual basis and e-mail said list with the salary schedule to the President of the Union, Local 1303-477. The Board shall also e-mail copies of hire and termination letters to the Union President as they occur.

ARTICLE V – LAYOFF PROCEDURE

- 5.0 In the event of a layoff, the following procedure shall apply, provided the employees who remain after such layoff are qualified to perform the remaining available work. All temporary and part-time employees working less than nineteen-and-a-half (19.5) hours per week shall be laid off first. Thereafter, the least senior employee in an affected classification (i.e. occupational therapist versus physical therapist) shall be laid off first. The laid off employee shall have the right to fill any bargaining unit which may exist and which the Board decides to fill, or bump the least senior, junior employee in his or her therapist classification, provided such employee is qualified for such position. If the laid off employee has no right to bump and is laid off, he or she shall receive two weeks notice of said layoff.
- 5.1 Any employee who has been terminated because of a reduction in force shall have his or her name placed on a recall list for a period of twenty-four (24) months, commencing with the effective date of such termination.
- 5.2 Any employee on a recall list shall receive a certified letter and an email notice with an offer of reappointment at least fifteen (15) days prior to the reemployment. The employee shall accept or reject the appointment in writing within ten (10) days after the above notice is made. In the event an employee shall reject an appointment or fail to respond within ten (10) days after the notice is made, then such employee's name shall be removed from said list and he or she shall have no further rights pursuant to this policy.
- 5.3 No new employees shall be hired in a job classification until all qualified laid-off employees from that area have been recalled or declined the opening.
- 5.4 Employees shall be recalled to their former or comparable (hours, benefits, rates of pay) position for which they are qualified. Employees shall be offered all positions for which they are qualified. However, rejection of a position which is not comparable to the employee's former position shall not be counted against the employee's recall rights. If an employee rejects a position on the basis that it is not comparable, he or she may not later grieve or otherwise contest the fact that the Board has filled the position with someone else.
- 5.5 It is the responsibility of the employee to keep the Board updated with a current mailing and email address for purposes of recall.

ARTICLE VI- PROBATIONARY PERIOD

- 6.0 All newly hired employees shall serve a 90 days-worked probationary period. During such probationary period, newly hired employees may be discharged without recourse to the grievance procedure.
- 6.1 All benefits and contractual rights under this Agreement shall begin after the initial 90 calendar days of employment unless otherwise indicated in this Agreement.
- 6.2 Seniority shall accrue from the date of hire if the probationary period is successfully completed.

ARTICLE VII – INSURANCE BENEFITS

- 7.0 For purposes of this Article employees who are regularly scheduled to work thirty (30) hours or more a week shall be considered full-time employees. Non-probationary employees who are regularly scheduled to work a minimum of twenty (20) hours per week for the duration of the school year shall be eligible for medical and dental benefits in accordance with this Article. Employees regularly scheduled to work twenty (20) or more hours per week but less than thirty (30) hours per week shall be eligible for insurance benefits in accordance with this Article and the following Section 7.5.
- 7.1 The Board will continue a Section 125 Plan to facilitate tax deductibility of premium co-payments.
- 7.2 Effective at the commencement of the month following execution of this Agreement, the Board of Education shall pay eighty percent (80%) of the health insurance premiums on the following:
 - A. SPP 2.0: Each employee will be provided with group health insurance through the State's Partnership Plan 2.0 ("SPP 2.0"). A copy of the Plan summary is attached as Appendix A.
 - B. Full service dental with Rider A.
 - C. The employee shall be responsible for payment of the remaining health insurance premiums. If the employee elects no payroll deduction for insurances, the employee shall have waived his/her right to be covered by the insurances listed above.
- 7.3 Effective July 1, 2020 the Board of Education shall pay seventy-nine percent (79%) of the health insurance premiums on the above-described insurance offerings.
- 7.4 Effective July 1, 2021 the Board of Education shall pay seventy-eight percent (78%) of the health insurance premiums on the above-described insurance offerings.

- 7.5 The Board shall contribute to the cost of insurance listed above, for the employee and family, for employees who are employed less than full-time. The Board's contribution towards the cost of insurance shall be equivalent to the amount of time the employee works on a weekly basis (e.g., one-half time employee one-half of the cost of the insurances, etc.). Effective upon execution of the Agreement, the Board shall provide for less than full-time employees, eighty percent (80%) of the pro-rata premiums set forth in the preceding sentence (e.g., one-half time employee-Board pays eighty percent (80%) of one-half of the cost of the insurance). Effective July 1, 2020, said percentage shall change to seventy-nine percent (79%). Effective July 1, 2021, said percentage shall change to seventy-eight percent (78%). If the employee elects no payroll deduction for insurances, the employee shall have waived his/her right to be covered by the insurances listed above.
- 7.6 The Board may, with reasonable advance notice to the Union, change insurance carriers or self-insure for all of or some of the aforementioned insurances, provided that such modification substitutes benefits which are substantially equivalent to or better than the benefits in this Agreement when compared with the High Deductible Health Plan ("HDHP") offering that the Board maintained prior to its transition to the SPP 2.0.
- 7.7 In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with the mid-term negotiation and arbitration provisions set forth in the Municipal Employees Relations Act, Conn. Gen. Stat. § 7-467, et seq., as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part:
- i. If the SPP 2.0 in its current form is no longer available; or if the benefit plan design of the SPP 2.0 is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - ii. If Conn. Gen. Stat. § 3-123rrr, et seq. is amended, or if there are any changes to the administration of the SPP 2.0, or if additional fees and/or charges for the SPP 2.0 are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - iii. If the cost of medical insurance plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical insurance plan

offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

7.8 In any negotiations triggered under Section 7.7 above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the HDHP with Health Savings Account that the Board maintained prior to its transition to the SPP 2.0 to be the baseline for such negotiations, and the parties shall consider the following additional factors:

- Trends in health insurance plan design outside of the SPP 2.0;
- The costs of different plan designs, including a HDHP structure and a PPO plan structure.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

ARTICLE VIII – WORK YEAR

8.0 The work year shall equal the number of student school days in the approved calendar, plus two (2) professional learning days (“PLD”), before the start of the school year. The scheduling of the PLD shall be determined by the Superintendent.

8.1 Employees will have the opportunity to attend parent-teacher conferences for their students, twice per year, and shall be compensated for their attendance.

8.2 Employees will have the opportunity to attend partial PLDs that occur within the school year with prior superintendent approval.

ARTICLE IX – HOLIDAYS

9.0 Employees shall be paid their normal daily wages for the following holidays when any such holiday falls on the employee’s normally scheduled work day (i.e Monday, Tuesday, etc.):

- Labor Day
- Columbus Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- New Year’s Eve Day
- New Year’s Day
- Martin Luther King Day
- President’s Day
- Good Friday
- Memorial Day

ARTICLE X – LEAVES OF ABSENCE

10.0 Sick Leave

- A. All non-probationary employees shall be entitled to the use of sick leave in accordance with this Article. Sick leave may be used in minimum increments of half-a-day.
- B. Employees who work 180 days per year or 5 days per week shall be granted 12 days of sick leave per year. Accrued to 90 days.
- C. Employees who work 160 days per year or 4 days per week shall be granted 10 days of sick leave per year. Accrued to 80 days.
- D. Employees who work 120 days per year or 3 days per week shall be granted 8 days of sick leave per year. Accrued to 70 days.
- E. For purposes of this Article a “sick leave day” shall be defined as being equivalent to the number of hours the employee is regularly scheduled to work on the day in question, except that if a full-time employee (as defined in Article 7.0) is scheduled to work four (4) or less hours on a day for which he or she needs to use sick leave, only a half-day shall be deducted.
- F. All absences must be reported prior to the start of the school day.

10.1 Personal Leave

- A. All non-probationary employees shall be entitled to the use of personal leave in accordance with this Article. Personal leave may be used in minimum increments of half-a-day. If a full-time employee (as defined in Article 7.0) is scheduled to work four (4) or less hours on a day for which he or she requests personal leave, only a half-day shall be deducted. Personal leave hours are non-accumulative and shall be forfeited at the end of each school year if not used during such school year.
- B. Employees who are regularly scheduled to work thirty (30) or more hours per week shall be entitled to the use of three (3) days of personal leave per school year.
- C. Employees who are regularly scheduled to work more than twenty (20) hours more hours per week but less than thirty (30) hours per week shall be entitled to the use of two (2) days of personal leave per school year.
- D. Personal leave hours may only be taken only for the following reasons:

1. Legal or financial situations that might arise wherein the employee's attendance is required.
 2. Marriage (self, children, parents, siblings, siblings of spouse). Only one day will be allowed for each event.
 3. Any serious illness or medical situation in the immediate family requiring the presence of the employee.
 4. Attendance at high school or college graduation exercises for self, spouse, son or daughter.
 5. Birth of child by wife, or adoption of child.
 6. Observance of a major religious holiday.
 7. Other appropriate personal business that cannot be transacted outside of school hours.
- E. Any request for the use of personal leave hours, except in emergency situations, will be filed with the Superintendent or his or her designee, at least 48 hours prior to the time requested; but, in any event, all applications for such leave will be via the district's electronic attendance system. The use of personal leave hours shall not be requested as part of a vacation or holiday. In unusual circumstances, where the provisions hereof cannot be met, the Superintendent may waive these conditions.

10.2 Bereavement Leave

- A. A leave of absence, not to exceed five (5) consecutive calendar days commencing either on the day of the death or the day immediately following the day of death, shall be granted to any employee who is regularly scheduled to work thirty (30) hours or more per week whose spouse, father, mother, brother, sister, child or grandchild dies. The employee shall be paid their normal wages for all regularly scheduled days of work occurring within the five (5) day bereavement leave period. At the discretion of the Superintendent, this limit may be extended due to extraordinary circumstances.
- B. A leave of absence, not to exceed three (3) consecutive calendar days commencing either on the day of the death or the day immediately following the day of death, shall be granted to any employee who is regularly scheduled to work between twenty (20) and thirty (30) hours per week whose spouse, father, mother, brother, sister, child or grandchild dies. The employee shall be paid their normal wages for all regularly scheduled days of work occurring within the three (3) day bereavement leave period. At the discretion of the Superintendent, this limit may be extended due to extraordinary circumstances.

- C. Time off to attend the funeral of a mother-in-law or father-in-law of current marriage shall be granted. Such leave shall be with pay and shall not exceed three (3) consecutive calendar days for employees regularly scheduled to work thirty (30) hours or more per week and two (2) days for employees regularly scheduled to work between twenty (20) and thirty (30) hours per week. The employee shall be paid their normal wages for all regularly scheduled days of work occurring within the applicable bereavement leave period. Due to extenuating circumstances, this limit may be extended at the discretion of the Superintendent.
- D. Time off to attend the funeral of an aunt or uncle; sister-in-law, brother-in-law, daughter-in-law, son-in-law of the current marriage; or stepmother, stepfather, or grandparent shall be granted to employees regularly scheduled to work thirty (30) or more hours per week. Such leave shall be with pay, not to exceed one (1) day. Due to extenuating circumstances, this limit may be extended at the discretion of the Superintendent.
- E. Any employee may at his or her discretion use available Personal Leave to extend any period of bereavement.

10.3 Jury Duty

Any employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from an employee's paid time off balance. The employee shall receive a rate of pay equal to the difference between the normal daily rate of pay and the per diem jury fee received, if the latter is less.

10.4 General Leave

Any employee may, upon written request to the Superintendent of Schools, request an unpaid General Leave. Requests for General Leave of less than 20 school days may be granted by the Superintendent of Schools. Requests for General Leave of 20 school days or more must be approved by the Superintendent of Schools and the Board of Education. While on such leave, the employee may be covered by the insurance benefits described in this Agreement, Article 7, provided the employee pays for said benefits. Upon return from such leave, the employee shall be placed either in the same position held at the commencement of said leave, or in an equivalent position, and all benefits, rights, and privileges provided by the Agreement shall be restored. No decision made to grant or deny in whole or in part any leave requested pursuant to this section shall be subject to the contract grievance procedure notwithstanding another provision of this contract to the contrary.

10.5 Professional Leave

When in the judgment of the Superintendent, it is evident that convention, course, or conference attendance or the observation of an activity in another school building or

school system will contribute to the effectiveness of the therapists' program, the Superintendent shall grant leave, or permission to observe an activity in another school building or school system to employees without loss of pay, and the Board agrees to reimburse such employees for approved expenses incurred in such attendance or observation.

ARTICLE XI – WAGES

- 11.0 Effective and retroactive to July 1, 2019, employees shall be paid an hourly wage of \$61.27. Effective and retroactive to July 1, 2020 employees shall be paid an hourly wage of \$62.80. Effective July 1, 2021 employees shall be paid an hourly wage of \$64.37.
- 11.1 Employees shall be paid through direct deposit at a participating bank or qualified financial institution of the employee's choice, on a biweekly basis.
- 11.2 Life Insurance

The Board, at its cost, shall provide life insurance for employees at one (1) times the employee's salary, rounded up to the next highest \$1,000. Additionally, the Board will provide, at its cost, Double Indemnity and Accidental Death and Dismemberment insurance protection.

ARTICLE XII – GRIEVANCE PROCEDURE

- 12.0 Purpose

The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of employees.

- 12.1 Definition

A grievance shall mean a claim, in writing, that there has been an alleged violation of a specific provision(s) of this Agreement. A valid grievance must be in writing and filed at the first step of the grievance procedure within fifteen (15) working days of the occurrence which gives rise to the grievance. If said grievance is not filed within fifteen (15) working days after the grievant knew, or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to be invalid and any new grievance filed to address the same or substantially similar subject shall be deemed invalid as well.

- 12.2 Procedure

Any such grievance shall be settled in accordance with the following grievance procedure:

1. Step 1 - Responsible Administrator

If a member of the bargaining unit feels that he or she may have a grievance, he or she may first discuss the matter with his or her responsible administrator in an effort to resolve the problem informally.

If resolution is not found, then within fifteen (15) working days of the occurrence giving rise to the grievance, the written grievance shall be submitted to the responsible Administrator by the bargaining unit President. The Administrator shall give his or her answer within fifteen (15) working days of receipt of the written grievance.

2. Step 2 - Superintendent

If the grievance is not resolved by the answer received at Step One, then the grievance may be forwarded by the bargaining unit President to the Superintendent within fifteen (15) working days of the receipt of the answer at Step One. In the event that the Administrator described in Step One is the Superintendent, the grievance shall be submitted directly to the Board of Education within fifteen (15) working days of the receipt of the answer at Step One.

Within fifteen (15) working days of receipt of the grievance by the Superintendent, he/she shall conduct a meeting with the grievant, the unit President or designee, and the responsible Administrator to consider the grievance. The Superintendent must render a decision within fifteen (15) working days of said meeting.

3. Step 3 - Board of Education

If the grievance is not resolved by the answer received at Step Two, then the grievance may be forwarded by the bargaining unit President to the Chairperson of the Board of Education within fifteen (15) working days of the receipt of the answer at Step Two. The Board of Education, or designated subcommittee, shall conduct a meeting on the matter within fifteen (15) working days of receipt of the grievance, at which time the moving party may present his or her grievance and the other party may respond. The Board of Education, or designated subcommittee, shall render its decision within fifteen (15) working days of said meeting. The decision of the Board of Education, or designated subcommittee thereof, shall be final and binding unless the Union elects to advance the matter to arbitration.

4. Step 4 - Arbitration

If the Union is not satisfied with the disposition of a grievance at Level Three, it may, within fifteen (15) days after the decision of the Board of Education or

within fifteen (15) days after the meeting with the Board of Education submit the grievance to arbitration and notify the Superintendent of its decision to do so. The Union may submit the grievance to arbitration by filing a demand for arbitration with the State Board of Mediation and Arbitration in accordance with its rules and regulations. The arbitrator(s) shall render an award in writing to both parties setting forth his or her findings of fact, reasoning and conclusion only on the issues submitted. The arbitrator(s) shall hear only one grievance at a time.

The arbitrator(s) shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from or modify in any way any of the provisions of the Agreement. The decision of the arbitrator(s) shall be final and binding upon the parties. Any and all costs for arbitration shall be borne equally by the parties.

12.3. Grievances will be heard at times most practical to do so.

12.4 Time Limits

Time limits in the grievance procedure or arbitration may be extended by mutual agreement. Failure by the bargaining unit President to appeal a grievance to the next level within the specified time limit shall be deemed to be acceptance of the decision rendered at that level.

12.6 Both parties agree that proceedings shall be kept confidential. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

12.7 Any Union officer may attend each and every step of the grievance process without loss of pay for step-level grievance meetings held during normal working hours.

ARTICLE XIII – MISCELLANEOUS

13.0 Travel Allowance

Employees shall be reimbursed for all authorized work-related travel in their personal vehicle at the applicable IRS mileage reimbursement rate.

13.1 Inclement Weather

Employees shall be paid for lost hours of work as a result of delayed openings and early dismissals caused by inclement weather.

13.2 Pension

The Town of Oxford is a participant in the Municipal Employees Retirement Fund (“MERF”). Employee eligibility in MERF is determined in accordance with Chapter 113

of the Connecticut General Statutes. This Article is included for informational purposes only and this benefit is not subject to the grievance procedure.

13.3 Disciplinary Action

Employees who have successfully completed their probationary period shall not be terminated, suspended or issued a written reprimand without just cause.

13.4 No material originating after original employment shall be placed in an employee's personnel folder unless the employee has been notified. The employee may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the employee is asked to sign materials placed in his or her personnel file, such signature shall be understood to indicate his or her awareness of the material, but in no instance will said signature be interpreted to mean that the employee agrees with the content of the material.

In no situation will any anonymous complaint be placed in an employee's personnel folder.

No employee shall be reprimanded or have any statement relative to poor service conduct or character placed in his/her personnel folder without just cause.

ARTICLE XIV – NO STRIKE PROVISION

14.0 During the life of this Agreement, there shall be no strike, including any sympathy strike or action, slowdown, suspension or stoppage of work in any part of the Board's operation by the employees or employee, nor shall there be any lockout by the Board in any part of the Board's operation relating to the bargaining unit.

ARTICLE XV – SAVINGS CLAUSE

15.0 Should any Article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply to only the specific Article, section, or portion thereof directly specified in the decision.

ARTICLE XVI – DURATION

16.0 This Agreement shall remain in full force and effect from July 1, 2019 through June 30, 2022. Negotiations for a successor agreement shall commence as provided for in the Municipal Employee Relations Act, as amended from time to time.

[SIGNATURE PAGE FOLLOWS]

THIS AGREEMENT IS NOT EFFECTIVE OR BINDING UNTIL FULLY EXECUTED BY ALL SIGNATORIES. THE PARTIES SPECIFICALLY UNDERSTAND, RECOGNIZE AND AGREE THAT BOTH THE CHAIRPERSON OF THE OXFORD BOARD OF EDUCATION AND THE OXFORD SUPERINTENDENT OF SCHOOLS MUST EXECUTE THIS AGREEMENT BEFORE IT IS LEGALLY BINDING ON THE BOARD OF EDUCATION. ANY PARTIALLY EXECUTED AGREEMENT SHALL HAVE NO EFFECT AND SHALL NOT BE CONSIDERED AN EXPRESSION OF THE PARTIES' INTENT UNTIL AND UNLESS IT IS FULLY EXECUTED.

OXFORD BOARD OF EDUCATION

LOCAL 1303-477 OF
COUNCIL #4 AFSCME, AFL-CIO

Susan O'Brien
Susan O'Brien,
Chairman

Carrie Scalo
Carrie Scalo,
Union President

Date: 9/10/19

Date: 9/9/19

Jason McKinnon
Jason McKinnon,
Superintendent

Robert Montuori
Robert Montuori, Staff Representative
AFSCME Council 4 AFL-CIO

Date: 9/10/19

Date: 7-10-19



CONNECTICUT PARTNERSHIP PLAN



A Great Opportunity for Very Valuable Healthcare Coverage

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

The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with UnitedHealthcare/Oxford—the plan's administrator—to charge lower rates for their services. You have access to Oxford's Freedom Select Network in Connecticut, New Jersey, and parts of New York, and United's Choice Plus Network for seamless national access!

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

Look inside for a summary of medical benefits, and visit www.osc.ct.gov/CTpartner to find out if your doctor, hospital or other medical provider is in UnitedHealthcare/Oxford's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.

*Source: Healthcare Bluebook: healthcarebluebook.com

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

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

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

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

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

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

We are dedicated to helping people live healthier lives. This is our mission and we take it seriously. By making healthier decisions, you can live a healthier life. It's that simple. Our programs and network can help you do just that.

Our Network

We have a robust local and national network. Nationally and in the tri-state area, we have a large number of doctors, health care professionals and hospitals. For years, our members have accessed our Connecticut, New York and New Jersey tri-state network. Whichever plan you choose, you'll have seamless access to our UnitedHealthcare Choice Plus Network of physicians and health care professionals outside of the tri-state area. This gives State of Connecticut employees, retirees and their families better access to care whether you are in Connecticut, traveling outside the tri-state area, or living somewhere else in the country.

Just giving you a list of doctors is not very helpful. The UnitedHealth Premium® designation program recognizes doctors who meet standards for quality and cost-efficiency. We use evidence-based medicine and national industry guidelines to evaluate quality and the cost-efficiency standards are based on local market benchmarks for the efficient use of resources in providing care. The 2016 UnitedHealth Premium program covers 27 specialty areas of medicine, including two new specialties (Ear, Nose and Throat, and Gastroenterology).

For more information about our network and the Premium designation program or to search for physicians participating in our local network and the national UnitedHealthcare Choice Plus Network, please visit partnershipstateofct.welcometouhc.com.

For information on these discounts and special offers, please visit partnershipstateofct.welcometouhc.com



Oxford On-Call®

Healthcare Guidance 24 hours a day

We realize that questions about your health can come up at any time. That's why we offer you flexible choices in health care guidance through our *Oxford On-Call* program. Speak with a registered nurse who can offer suggestions and guide you to the most appropriate source of care, 24 hours a day, seven days a week. That's the idea behind *Oxford On-Call*.

If you are a member and you need to reach *Oxford On-Call*, please call 800-201-4911. Press option 4. *Oxford On-Call* can give you helpful information on general health information, deciding where to go for care, choosing self-care measures or guidance for difficult decisions.

Custom Website

We created this website for State of Connecticut employees and retirees to provide the tools and information to help you make informed health care decisions.

Visit partnershipstateofct.welcometouhc.com to search for a doctor or hospital, or learn about your health plans. You also can get Health Enhancement Program information at cthep.com, or by phone at 877-687-1448.

Value-added programs such as wellness programs and discounts offered by the plan are not negotiated benefits and are subject to change at any time at the discretion of the plan.

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

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

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

Preferred and Non-Preferred Brand-Name Drugs

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

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

If You Choose a Brand Name When a Generic Is Available

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

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

Mandatory 90-day Supply for Maintenance Medications

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

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

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

Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2018 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0 - 5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year			
Cholesterol Screening	N/A	N/A	Every 5 years (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	1 screening between age 35-39**	As recommended by physician	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years (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

*Dental cleanings are required for all members who are participating in the Partnership Plan

**Or as recommended by your physician



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

Additional Requirements for Those With Certain Conditions

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

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

If You Do Not Comply with the requirements of HEP

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

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

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

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

Care Management Solutions

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

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

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

UnitedHealthcare Oxford

<http://partnershipstateofct.welcometouhc.com>
Prior to Effective Date: 1-800-760-4566
After Effective Date: 1-800-385-9055

Caremark (Prescription drug benefits)

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

CIGNA (Dental and Vision Rider benefits)

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

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

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

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

