THE HAMDEN BOARD OF EDUCATION

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION, LOCAL 424 - UNIT 51 HAMDEN BOE PROFESSIONALS

Expires June 30, 2024

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This Agreement entered into by and between the Hamden Board of Education (hereinafter referred to as the "Board") and United Public Service Employees Union, Local 424 — Unit 51 (hereinafter referred to as the "Union").

ARTICLE I
RECOGNITION

Section 1.1

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours, and other conditions of employment for Board positions in accordance with ME-17, 975, Decision No. 3429, ME-18, 648, ME-26,269 and ME-29,636.

ARTICLE II
DISCRIMINATION

Section 2.1

There shall be no discrimination, coercion or intimidation of any kind against any employee of the Board for marital status, sex, race, creed, color, religious belief, age, disability or Union activity by the Board.

Any claim of discrimination that can be filed with the Connecticut Commission on Human Rights and Opportunities or the Equal Employment Opportunity Commission may be filed as a grievance and be processed up to and including Step 3 of the Grievance Procedure. However, the grievance shall not be processed to arbitration. Claims in which the Connecticut Commission on Human Rights and Opportunities or the Equal Employment Opportunity Commission do not have the authority to address may be filed as a grievance and processed to arbitration.

ARTICLE III
MANAGEMENT RIGHTS

Section 3.1

Except as otherwise specifically provided in this Agreement, as the same may be amended from time to time, it is recognized that the Board has and will continue to retain, whether exercised or not, the right, responsibility and prerogative to direct the operation of the public schools in the Town of Hamden in all respects including all those rights, responsibilities and prerogatives granted to school boards pursuant to the Connecticut General Statutes, as amended.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any specific terms and provisions of this Agreement.

ARTICLE IV
AGENCY SHOP

Section 4.1

Employees are eligible to join the Union after thirty (30) days of employment with the Board. There shall be no waiting period for employees who have worked for the Board for more than thirty (30) days in another bargaining unit with no break in service prior to entering into this bargaining unit.

Section 4.2

A. The Union agrees to indemnify and to save the Board of Education harmless from any and all claims or demands which may be made against the Board of Education arising out of any action taken against the Board under any of the Sections of this Article.

B. The Board agrees to furnish name and address of new employees and their assignment within ten (10) days of the hiring date.

Section 4.3

The Board agrees to deduct monthly dues as specified by the Union from the wages of all bargaining unit employees who authorize such deductions in writing. Dues will be deducted on a monthly basis and will be transmitted to the Union on a monthly basis. The monthly dues remittances to the Union shall be accompanied by a list of employees from whose wages dues deductions have been made. Such monies shall be sent to United Public Service Employees Union, 3555 Veterans Hwy, Suite H, Ronkonkoma, NY 11779 and made payable to UPSEU.

Section 4.4

During the life of this Agreement an employee who is now a member of the Union shall have the option to continue paying Union dues or, in lieu, may shift to the payment of the agency fee as described herein above pursuant to Section 4.3 of the contract.

Section 4.5

Deductions will be made once monthly. If an employee does not have Local dues deducted from their pay for that month due to being on vacation, extended sick leave, leave of absence or any other reason, the Board shall make a double deduction each month thereafter until the employee becomes current.

Section 4.6

When an employee does not have sufficient money due them after deductions have been made for pension, social security, garnishments and any other deductions authorized by the Employer or required by law, Union dues for that month will be collected by the Union directly from the employee.

Section 4.7

Such changes in dues will be sent to the Board of Education c/o Director of Finance upon prior notice from UPSEU Headquarters.

ARTICLE V
NO STRIKE / NO LOCKOUT

Section 5.1
The Union agrees that during the length of this Agreement, there will be no strikes.

Section 5.2

The Board agrees that during the length of this Agreement there will not be a lockout of its employees.

ARTICLE VI
BULLETIN BOARDS

Section 6.1

The Union shall be allowed bulletin board space in each school facility where members work for purposes of posting meetings, professional activity, UPSEU newsletters and other Union information. Such notices shall not be of a derogatory nature against the Board.

ARTICLE VII
UNION REPRESENTATION

Section 7.1

The Board recognizes and will deal with the designated officers of the Union in all matters relating to grievances and interpretations of this Agreement.

Section 7.2

A written list of the officers shall be furnished to the Board immediately after their designation and the Union shall notify the Board promptly of any change.

Section 7.3

The Board will agree to reasonable arrangements as may be necessary by Union representatives to properly carry on their Union duties provided such duties cannot be performed during non-working hours.

Section 7.4

The President and any necessary witnesses of the Union required to attend any grievance union activity pursuant to MERA, or arbitration hearings shall suffer no loss of pay for such attendance.

Section 7.5

The President of the Union shall suffer no loss of pay for time spent in contract negotiations.

Section 7.6

The President of the Union and one (1) other Union officer shall be granted leave from duty without loss of pay for all meetings covering Union activities provided the Board of Education receives prior due notice. Such meetings shall include but not be limited to labor education conferences and seminars, and conventions. For contract negotiations, three (3) Union members may be granted leave from duty without loss of pay. Approval of Union leave shall not be unreasonably withheld by the Board of Education.

Section 7.7

The Board shall make available to the Local the facilities of the schools for the purpose of conducting meetings of the Union.

Facilities may be utilized subject to the following conditions:

A. The meeting is to be conducted outside of the normal instructional day.

B. The meeting is held at a time when the building is normally open and custodial staff is available.

C. No meeting will be scheduled in such a way as to cause the Board to expend funds for overtime pay for any school staff member or custodian.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 8.1

A. Purpose

The purpose of this 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.

Both parties shall agree that these proceedings be kept as informal as is appropriate, at any level; and that at each level the matter shall be kept confidential.

Nothing herein stated shall be construed as limiting the right of any employee having a grievance or dispute to discuss the matter informally with any appropriate member of the administration.

Section 8.2

B. Definitions

Grievance shall mean a claim by an employee or a group of employees that there has been violation, misinterpretation or misapplication of the Agreement, or of the rules, regulations, administrative directives or policies of the Board.

Aggrieved Person is the person or persons making the claim, including the Local.

Party in Interest shall mean the person or persons making the claim, including their designated representative as provided for herein, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

Days shall mean working days.

Section 8.3

C. Step One Procedure

1. If an employee feels that they may have a grievance, they may first discuss the matter with their principal or their appropriate administrator, stating that the matter is a grievance, in an effort to resolve the problem informally.

2. If the employee is not satisfied with such disposition of the matter, they shall have the right to have the Union assist them in further efforts to resolve the problem informally with the principal or their appropriate administrator.

3. Time limits as specified in 8.4 (A) are unaffected by the use of the informal procedure.

Section 8.4

Step Two — Superintendent

A. If the aggrieved person is not satisfied with the disposition of their grievance at Step One, they may, within fifteen (15) days after receipt of a written response from their principal or appropriate administrator, file a written grievance with the above.

B. The Superintendent, or their designee, shall within ten (10) days after receipt of the grievance, meet with the aggrieved person and with representatives of the Union for the purpose of resolving the grievance.

C. The Superintendent, or their designee, shall within ten (10) days after the hearing, render a decision and the reasons thereof in writing to the aggrieved person with a copy to the Union.

Section 8.5

Step Three — Board of Education

A. If the aggrieved person is not satisfied with the disposition of their grievance at Step Two, they may, within five (5) days after the decision, or the date the decision was due file a written grievance to the Board of Education.

B. The Board or its designated Committee, in such matter shall, within thirty (30) days after receipt of the appeal, meet with the aggrieved person and with representatives of the Union for the purpose of reviewing the grievance.

C. The Board or its designated committee shall, within ten (10) days after such meeting render its decision and the reasons therefore in writing to the aggrieved person, with a copy to the Union.

D. On any grievance where the Principal or appropriate Administrator, or the Board fails to comply with the specified time limits, the grievance shall be deemed to be advanced to the next step.

Section 8.6

Step Four — Arbitration

A. The Union may, within thirty (30) days after receipt of the Board of Education's decision, submit the grievance to arbitration by filing a demand for arbitration with the Connecticut State Board of Mediation and Arbitration (CSBMA), which shall act as the Administrator of the proceedings.

B. The arbitration costs shall be borne equally by both parties.

C. The Arbitrator shall be required to render their decision as quickly as possible.

Section 8.7

Rights of Employees to Representation

1. No reprisals of any kind shall be taken by any member of the administration against a participant in the grievance procedure by reason of such participation.

2. The grievant has the right to representation at any and every stage of this procedure.

ARTICLE IX
DISCIPLINARY PROCEDURE

Section 9.1

All disciplinary actions shall be applied in a fair manner and shall be consistent with the nature of the infraction for which disciplinary action is being applied.

Section 9.2

No employee shall be discharged, suspended or disciplined in any manner except for just cause.

Section 9.3

All suspensions and discharges must be stated in writing and a copy sent to the President of the Local and emailed to the Staff Representative.

Section 9.4

A. All verbal warnings and written warnings shall be removed and sealed from an employee's record after a period of one year if there has been no reoccurrence of the infraction and the employee has a good work record.

B. Once an employee has satisfied the prerequisites of (A) above, the employer agrees that it will never bring the warnings up again.

Section 9.5

Disciplinary action shall be meted out by the Board within a reasonable period of time after management becomes aware of the infraction.

Section 9.6

Normally, disciplinary actions shall include (a) a verbal warning, (b) a written warning, (c) suspension(s), or (d) discharge. However, the nature of the offense may warrant a change from this progressive disciplinary pattern.

ARTICLE X
PROTECTION OF EMPLOYEE

Section 10.1

Employees shall immediately report to their supervisors orally, to be followed by a written report, all cases of assault, suffered by them in connection with their employment.

Section 10.2

Such reports shall be forwarded to the Superintendent, and the Board shall comply with any reasonable request from the employee for information in its possession not privileged under the law which relates to the incident or the persons involved.

Section 10.3

The Board recognizes its obligation under Connecticut General Statutes Section 10-235.

ARTICLE XI
PERSONNEL FILE

Section 11.1

An employee's personnel file shall be defined as that which is maintained in the Personnel Office.

Section 11.2

Any employee covered by this Agreement shall at their written request be allowed to review their personnel file after having given three (3) working days' notice.

ARTICLE XII
JOB SECURITY

Section 12.1

The Board agrees that it shall not privatize or contract out the work normally performed by a member of this bargaining unit.

Section 12.2

Employees exempt from the provisions of the Agreement shall not perform work of a nature performed by an employee covered by this Agreement, except in cases of emergency and for the purposes of training; provided, however, in so doing an employee covered by this Agreement shall not be deprived of earning opportunities.

Section 12.3

Substitute employees and employees hired to fill the position of regular bargaining unit employees for periods of sick leave or other leaves of absence, excluding vacation or personal days, shall not be considered bargaining unit members.

ARTICLE XIII
SENIORITY/ASSIGNMENT/TRANSFER

Section 13.1

Seniority is defined as the length of continuous service with the Board as a full-time employee in the bargaining unit for the purpose of layoffs, transfers and promotions.

Section 13.2

When a vacancy first occurs in the bargaining unit it shall be posted for a period of ten (10) calendar days. It shall be awarded first to employee(s) in the Union, if qualified. The Board will

consider the following in filling the vacancy: bargaining unit seniority, qualifications, skill and ability, and past documented work performance. If the Board determines that two (2) or more employees are equally qualified for the position, the most senior employee will be awarded the position. If there are no qualified bidders then the Board shall seek to fill the vacancy by all appropriate and necessary means. The employee who is denied an opportunity to fill the vacancy reserves their right(s) to thereafter grieve and arbitrate said denial. Positions shall thereafter be filled within forty (40) days from the end of the posting requirement.

Section 13.3

The Board shall provide the Union with information in accordance with Public Act 21-25.

Section 13.4

During leaves of absence seniority will continue to accrue for purposes of bidding and other non-fringe benefits.

Section 13.5

The Board will provide the Union with written notice at least two (2) weeks prior to a layoff. The affected employee shall have the right to bump any UPSEU member with less bargaining unit seniority provided said employee has the qualifications as specified in the job description. If the Board determines that two (2) or more employees are equally qualified for the position, the least senior employee will be laid off. For a period not to exceed eighteen (18) months, employees who are laid off shall be placed on a recall list and offered reemployment before any new employees are hired into positions that the Board believes they are qualified to perform. If an employee is recalled within the eighteen (18) month recall period, their seniority in the bargaining unit at the time of layoff will be retained.

Section 13.6

Job descriptions shall be made a part of this Agreement.

Section 13.7

The parties agree to negotiate rates of pay and all other terms and conditions of employment for new positions added to this bargaining unit.

Section 13.8

Employees who perform work outside of their job description should be paid the difference between their regular daily rate and that of the position that they are performing.

Section 13.9

Transfer shall be made only after every effort has been made to meet the reasonable requests of the employee.

Section 13.10

Permanent transfer or change in assignment shall be voluntary, and in any case shall not be affected or announced without prior personal conference with the employee and Union involved.

Section 13.11

Employees in the bargaining unit shall be given first consideration for bargaining unit positions that become available, if qualified, as set forth in Section 13.2.

ARTICLE XIV
PRIOR PRACTICE

Section 14.1

Nothing in this Agreement shall be construed as denying or abridging any right, benefit or privilege that employees have enjoyed heretofore unless it has been specifically modified herein.

ARTICLE XV
RESIDENCY

Section 15.1

There shall be no residency requirement for bargaining unit employees.

ARTICLE XVI
PENSION

Section 16.1

For bargaining unit employees hired before June 30, 2007, the Hamden Employees Retirement Plan ("the Plan") as enacted in 1969 and modified from time to time by collective bargaining agreements is incorporated herein by referenced as part of this Agreement as long as the Retirement Plan includes Board of Education employee. Effective September 1, 2018, the Cost of Living Benefit will be the lesser of the Consumer Price Index or 1.75%, as calculated by the actuaries used by the Town for the Plan. Further, effective September 1, 2018, employees will contribute an additional .5% to the Plan or 8.5%. Effective July 1, 2019, employees will again contribute an additional .5% to the Plan or 9.0%. Bargaining unit employees hired after July 1, 2007 shall not be eligible to participate in the Hamden Employees Retirement Plan, but instead shall, if eligible, participate in the Connecticut Municipal Employees Retirement System ("CMERS").

The Plan will not be negotiated again until July 1, 2027.

ARTICLE XVII
HOURS OF WORK

Section 17.1

All members of this bargaining unit are salaried employees whose normal hours of work will cover an eight-hour work day from Monday—Friday. They are not entitled to overtime pay. At management's direction, employees will be available to work beyond these hours. Every effort will be given to provide reasonable notice.

ARTICLE XVIII
SAVINGS CLAUSE

Section 18.1

In the event that any federal or state legislation, governmental regulation or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

ARTICLE XIX
ASSIGNS AND SUCCESSORS

Section 19.1

This Agreement and its provisions to the extent allowed by applicable law shall be binding upon the Board, all the Board's successors and assigns and upon UPSEU, all the Local's successors and assigns.

Section 19.2

This article shall be enforceable under the arbitration clause of the Agreement, MERA or any other appropriate forum. The Board agrees that in addition to any and all other legal actions and causes, available, specific performance of the obligations under the successors and assigns article shall be a remedy available to UPSEU in the event of a violation. Said specific performance may be preceded by injunctive relief.

ARTICLE XX
LABOR MANAGEMENT COMMITTEE

Section 20.1

It is understood that certain subjects of mutual concern shall be considered appropriate for ongoing discussion by representatives of the Local and the Board. These subjects include, but are not limited to, the following: career mobility, safety and training.

Section 20.2

This Committee shall consist of not more than four (4) members total from both sides. The Staff Representative shall be one (1) of the four in attendance. The Committee shall meet upon request of either party during normal business time with pay for purposes of attending and implementing results of the meetings.

Section 20.3

This Committee shall not have the authority to negotiate additions to, subtractions from, or other modifications of this Agreement, unless ratified by both parties.

Section 20.4

The general guidelines are:

A. No grievances shall be discussed;

B. Topics that could lead to grievances may be discussed;

C. Each person wishing to speak will be recognized;

D. Each topic shall be discussed fully and action reached before proceeding to another topic;

E. Substitutes may not be used, except other people can be invited to talk;

F. The chairmanship shall alternate monthly between the Union and the Board;

G. Minutes of meeting will be taken and drafts of the minutes of meeting will be refined by one designated representative from each party. Minutes are not official unless they are voted by majority approval;

H. An agenda shall be submitted forty-eight (48) hours prior to the meeting; topics not on this agenda may be discussed by mutual agreement.

ARTICLE XXI
TUITION AND IN-SERVICE

Section 21.1

Members of the bargaining unit shall be allowed to request and take paid time off from work for purposes of attending professional career enhancement if approved by the Superintendent or their designee. Such time off with pay, shall include reimbursement for reasonable mileage, registration, hotel and meal expenses. Time off shall not be more than two (2) days per school year.

Section 21.2

Such requests pursuant to Section 21.1 shall not be unreasonably denied.

Section 21.3

The Board of Education recognizes the importance of continued professional development of bargaining unit members. To that end, the Board shall reimburse each bargaining unit member up to $300.00 for attendance fees, tuition, and participation expenses in outside professional development programs. The payment will be in addition to the professional activities sponsored by the Board traditionally taking place prior to the opening of school and during early November. Any such reimbursement shall be made for programs, which are approved in advance by the Superintendent, and must be job related.

ARTICLE XXII
LEAVES OF ABSENCE

Section 22.1

A member who is called for jury duty shall receive the leave necessary to fulfill this obligation. Such leave shall not be deducted from other leave privileges. Members shall report to their assignment on any day court is not in session or from which they are legally excused. While on jury duty, a member shall be paid the difference between their salary and the jury fee.

Section 22.2

If an employee is subpoenaed to appear in Court for a school-related incident, their absence is not to be deducted from any other "earned days", and they will receive full salary for the day(s) spent in court.

Section 22.3

Whenever an employee is absent from school as a result of personal injury caused by an accident arising out of and in the course of their employment they may elect to charge all or part of such absence during the period of temporary disability due to the accident to the sick leave pay to which they are entitled for the period so charged to their sick leave credits, less the amount of any temporary disability payments received under the Workmen's Compensation laws due to said injury for any period for which such sick leave pay is paid.

Section 22.4

In the absence of such election such employee shall not receive their sick payments during the period of their absence for temporary disability due to the accident, and their sick leave credits shall not be reduced by reason of any Workers' Compensation payments they may receive for temporary disability due to the injury. Acceptance of sick leave payments for any period for which the employee may be entitled to receive temporary disability payments under the Workers' Compensation laws shall constitute an election to charge their absence for such period to the sick leave days to their credit.

Section 22.5

However, if the job-related injury is the result of an assault or a disease or illness arising in the course of employment, the Board will provide the supplement to compensation to provide full lost pay for the employee for a period of two years.

Section 22.6

An employee shall be granted five (5) days leave with pay for a death in their immediate family. Such "immediate family" shall be defined as employee's father/stepfather, mother/stepmother, spouse, brother, sister, child/stepchild, and the mother, father, brother, sister of an employee's spouse, grandparents and grandchildren or any relative domiciled in the household of the employee. Reasonable time off to attend the funeral of an aunt, uncle, brother-in-law, sister-in-law not living in the household shall be granted. Such leave shall be with pay.

Section 22.7

Any leave granted under the provision of this Contract or Board policy shall be credited against an employee's entitlement under the Family and Medical Leave Act, provided the employee is requesting such leave for a purpose recognized under the Act.

Section 22.8

Long-Term Leaves of Absence

Leaves of absence of up to six (6) months to one (1) year in duration may be granted without pay at the discretion of the Superintendent. Such denial if any shall not be arbitrary or capricious. The Board will protect vested interest in life insurance for employees on leave. The Board will extend to anyone granted leave the right to pay into any health insurance plan under this contract.

An employee, who returns to full-time employment in Hamden Public Schools upon the termination of any leave of absence, shall be returned to their previous classification, and accumulated sick leave and all other rights shall be retained. Credit for time on leave will be granted for the purpose of the salary schedule hereof, unless otherwise provided herein.

Section 22.9

Short-Term Leave

A short-term leave of absence shall consist of leave from one (1) month up to and including six (6) months.

A short-term leave of absence, with or without pay, may be granted at the discretion of the Superintendent. Such denial if any shall not be arbitrary or capricious.

Employees shall make application for such leave, in writing, in advance to the Superintendent. All applications for short-term leave must explain the reasons for such requests.

All communications regarding short-term leave requests shall be treated as confidential.

Section 22.10

Employees will be granted three (3) personal days per year. Employees intending to use a personal day must provide at least forty-eight (48) hours' notice to their immediate supervisor, except in emergency situations. Failure to provide such notice may result in a denial of the personal day. At the end of each fiscal year, any unused personal days will be added to the employee's accumulated sick leave. Personal days may not be used the day before or after a holiday without the permission of the Superintendent.

ARTICLE XXIII
WORKERS' COMPENSATION

Section 23.1.

Employees on Workers' Compensation shall be paid the difference between their regular weekly earnings and the amount of weekly Worker's Compensation for a period of time not to exceed twelve (12) months over a rolling two (2) year period of time.

Section 23.2

The Board agrees to hold the Local harmless with respect to any liability on the employee's part as set forth above.

Section 23.3

During the waiting period after an employee applies for Worker's Compensation and while eligibility is being determined, the Board shall pay the employee's regular weekly wages and charge this period of time to sick leave. If subsequently a determination is made that the employee is eligible for Worker's Compensation, the Board will be reimbursed by the employee from the proceeds of the Worker's Compensation and an adjustment will be made to the employee's sick leave account.

Section 23.4

Employees injured in the course of their official duties and in the performance of their work when such injury is compensatory under Worker's Compensation laws shall not be charged for sick leave while receiving Worker's Compensation.

ARTICLE XXIV
HEALTH INSURANCE

Section 24.1

Each employee and their dependents shall be covered by the following insurance:

A. Each employee and their dependents may choose to either be covered by the "Comp Mix" medical plan further described in Exhibit "B" or by a HDHP with a $2,000 deductible for individual coverage and a $4,000 deductible for single plus one or family coverage, subject to the terms and conditions set forth in the Medical Plan and in this Agreement (hereinafter, the "HDHP" – Exhibit "C". Employees who choose the HDHP must remain in the plan for the entire plan year. The Board will contribute 50% of the applicable deductible to an employee's HSA. The parties acknowledge that the Board's contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board's contribution will be prorated for new hires based upon the month in the fiscal year in which they are covered by the HDHP. Employees who choose to be covered by the HDHP, but legally cannot have a HSA, will be covered by an IRS approved Health Reimbursement Arrangement ("HRA"); meaning they will be reimbursed up but not in excess of the amount of the Board's contribution to the applicable HDHP deductible, as set forth above, rather than receiving a payment towards a HSA.

   Employees can "buy-up" to the Comp Mix Plan by paying the difference between the Board's cost towards the HDHP and the total cost of the Comp Mix Plan.

B. Full Service Dental Plan as further described in Exhibit "C".

C. The Board agrees to provide for each employee a $100,000 term life policy.

Section 24.2

All participating employees will pay on a pre-tax basis, the following percentage of the premiums for the insurance described at Section 24.1 above as follows:

July 1, 2020	16%
July 1, 2021	16%
July 1, 2022	16.5%
July 1, 2023	17.5%

Section 24.3

The Board shall pay for the same health insurance coverage offered to active employees for all employees covered under the terms of this contract retired under the provisions of the Town Retirement Plan or Social Security with fifteen (15) or more years of service. Retiree health insurance coverage will change from time to time in accordance with the health insurance coverage offered to active employees. For example, if an employee retires at a time that the Board is offering active employees the ability to "buy-up" from Plan A to Plan B, the retiring employee would have the option to continue to "buy-up" to Plan B. If the health insurance coverage thereafter changes as a result of negotiations with the active employee and Plan C is the only plan offered, then Plan C will be offered to the retiree, not Plan A and Plan B.

For employees hired after July 1, 2007, an employee shall pay the same premium cost share towards retiree health insurance as when they were an active employee. For employees hired after August 1, 2012, an employee shall pay the same premium cost share toward retiree health insurance as an active employee pays each year.

For such employees (hired after July 1, 2001), the Board shall not pay for the retiree's spouse or dependents.

All Medicare-eligible retirees shall be required to access Medicare as their primary payor, and the Hamden plan shall be a secondary payor in excess of Medicare A and B. When employees reach age 65 (or otherwise may be eligible for Medicare), the Hamden plan will only provide benefits that are not available through Medicare unless the employee affirmatively establishes that they are not eligible for Medicare.

Hamden agrees to reimburse the retiree for the cost of Medicare Part B within 30 days of receiving the SSA — 1099 Social Security Benefit Annual Statement for Medical Part B (from Social Security) with proof of paid receipt.

Employees hired after October 9, 2018 shall not be eligible to receive retiree health insurance.

Section 24.4

Insurance coverage for all employees shall be twelve (12) months of the year.

Section 24.5

Employees who retire under the provisions of the contract will be permitted to purchase $100,000 worth of life insurance, cost and eligibility to be determined in the discretion of the Board's insurance carrier.

Section 24.6

Employees may elect to waive all medical coverage from the Board of Education and the Town of Hamden and in lieu thereof, to receive a payment of $2,000. Payment to those employees waiving coverage will be earned on a pro-rated basis each month during the school year. Payout will be made at the end of the fiscal year in which the coverage is waived.

Where there is a qualifying event in an employee's or spouse's status, the waiver may, by written notice to the Board of Education, be revoked. Upon receipt of revocation of the waiver, medical coverage shall be subject to any regulations or policy restrictions, including waiting periods, which may then be in effect. Depending upon the effective date of coverage, appropriate financial adjustments shall be made between the employee and the Board so as to insure that the pro-rated basis above was accurate.

A reminder will be sent to the employees in May that a notice of waiver must be received by the Board by June 15th of the previous school year.

Employees whose spouses are also employed by the Board of Education or the Town are not eligible to select this option.

Section 24.7

The Board reserves the right to change insurance carriers provided that the new coverage is equal or better and the administration of same is consistent with the previous plan. Thirty (30) days prior to any changes, the Union shall be notified and provided with the changes for their review prior to implementation.

ARTICLE XXV
HOLIDAYS

Section 25.1

Holidays falling on a Sunday shall be celebrated on Monday provided there is no school on such days. In the event there is no school the Friday preceding a holiday falling on Saturday, such Saturday holiday shall be celebrated on the preceding Friday. If school is in session on such holidays employees will be given a compensatory day off in lieu of the holiday within thirty (30) days of the date of the holiday at the time mutually agreeable with the immediate supervisor.

Section 25.2

When school is in session on a day upon which a holiday, as set forth in Section 25.5, is celebrated another day mutually agreed upon will be substituted on an individual employee basis, such compensating day to be taken within ninety (90) days.

Section 25.3

When a holiday occurs during regular vacation, said holiday shall not be charged against the employee's earned vacation time. The employee shall be granted an additional day off at a time mutually agreeable with the immediate supervisor within ninety (90) days.

Section 25.4

There shall be fourteen (14) paid holidays for all twelve (12) month employees listed below:

Labor Day	Christmas Day
Yom Kippur	New Year's Day
Indigenous Peoples' Day	Martin Luther King, Jr. Day
Veteran's Day	President's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Day before Christmas	July 4th

Section 25.5

Any other day declared as a holiday by order of the Board of Education.

ARTICLE XXVI
VACATION

Section 26.1

Employees hired before July 1, 2001 shall be entitled to five (5) weeks' vacation at any time during the year. All employees hired after July 1, 2001, shall receive three (3) weeks of vacation after one (1) year of continuous service (however, up to two (2) of the three (3) weeks may be utilized after six (6) months of continuous service); four (4) weeks of vacation after five (5) years of continuous service; and five (5) weeks of vacation after ten (10) years of continuous service. All vacation time is subject to the scheduling provisions of 26.4.

Section 26.2

Pro-rated accumulated vacation pay to the end of the preceding month shall be granted to an employee in the event they terminate their service with the Board, not to accumulate from year to year. In the event of an employee's death, their pro-rated accumulated vacation pay shall be paid to their estate.

Section 26.3

A twelve (12) month employee who is leaving their employment as a twelve (12) month employee may take accrued vacation time before the termination date. Otherwise, the employee will be paid up to maximum of fifty (50) days accrued vacation time at a per diem rate upon leaving their position as a twelve (12) month employee with the Hamden School District. Vacation earned in one school year must be used within the next two school years or be forfeited.

Section 26.4

On or about March 15 of each year, the Superintendent will distribute a calendar for the summer and the next school year indicating the days available for vacation. Central Office employees will indicate their intended vacation dates and return the calendars to the Superintendent for approval.

The Superintendent, or their designee, will respond to these requests on or before May 15th of each year. Bargaining unit members assigned to schools will submit their requests to their principals for approval. Individual requests of an urgent nature should be brought to Superintendent, or their designee, as the needs arise.

ARTICLE XXVII
SICK LEAVE

Section 27.1

A. Fifteen (15) days of absence from work with full pay shall be provided annually to all employees covered herein for personal illness or disability, or illness of an immediate family member. Immediate family shall be defined as parent, spouse, child, or sibling, and does not exclude those relationships through marriage or adoption.

B. Employees who have reached the maximum accumulation of 180 days illness and disability leave, shall be allowed to accumulate thirty (30) days which shall be available for use after all other current and accumulated leave have been exhausted. Payments shall be made at the member's daily rate. Employees that have accumulated greater than 180 days as of January 1, 2013 shall be grandfathered such that the amount of days that they have accumulated shall

constitute their maximum. By way of example, an employee with 185 days accumulated on January 1, 2013, shall have a maximum accumulation going forward of 185 days rather than 180 days.

C. In case personal illness or disability results in absence in excess of earned or accumulated leave, full or part salary may be allowed by special action of the Board.

D. The Board will provide a short term disability ("STD") program to employees at the Board's expense. The terms of the STD program are set forth in the relevant plan document(s), which the Board will provide to all current employees and any new employees, upon hire.

ARTICLE XXVIII
TRAVEL STIPEND

Section 28.1

The Board shall provide a vehicle to the Director of Facilities to use for work related purposes in the performance of their job responsibilities. All travel for Board business conducted by an employee with their personal vehicle shall be reimbursed at the applicable I.R.S. rate per mile.

ARTICLE XXIX
TAX SHELTERED ANNUITY

Section 29.1

The Board of Education shall establish a Tax Sheltered Annuity for each member of the bargaining unit. The Board shall match respective employee contributions as follows:

Effective July 1, 2012 to a maximum of one thousand six hundred and fifty dollars ($1,650) per fiscal year.

Effective July 1, 2013 to a maximum of one thousand eight hundred and fifty dollars ($1,850) per fiscal year.

Effective July 1, 2014 to a maximum of two thousand dollars ($2,000) per fiscal year.

Matching contributions shall be prorated and accrue monthly. By way of example, if an employee contributes $2,000 to their Tax Sheltered Annuity in a given fiscal year, but remains employed only for six (6) months of that fiscal year, the Board shall match $1,000.

ARTICLE XXX
SICK LEAVE BANK

Section 30.1

1. The Board will cooperate in the establishment of sick leave bank on a voluntary basis.

2. Membership in the sick leave bank is voluntary on the part of all members of UPSEU — Unit 51 in the Hamden School System.

3. Each participating member upon initially enrolling in the bank, shall contribute ten days of their accumulated sick leave.

4. Each member enrolled in the bank will continue to donate three days of their accumulated sick leave to the bank in September of each year.

5. If at the start of a school year the bank contains one hundred fifty days or more, that year the enrolled members will not be assessed.

6. The bank will not be depleted below a level of fifty days. If the bank is depleted below fifty days, each participating member will be required to contribute an additional day at that time.

7. A participating member shall apply to the Superintendent, or their designee, to withdraw days from the sick leave bank. The Superintendent or their duly authorized designee, will require submission of medical proof of illness at any time a participating member utilizes the sick leave bank, either by the member's own physician or by a physician named by the Hamden Board of Education, at its own expense.

8. Any member withdrawing their membership in the sick leave bank will not be allowed to withdraw contributed days.

9. Participating members shall be permitted to draw from the sick leave bank according to the following criteria:

    a. Member must exhaust their own sick leave, vacation and personal days.
    b. Member must be sick thirty (30) consecutive working days before they are eligible to apply to the sick leave bank.

10. Maximum withdrawal from the sick leave bank per occurrence is ninety (90) days for those participating members.

11. Members participating who withdraw from the sick leave bank will not be required to replace these days except as any regular contributing member to the bank.

12. A committee consisting of two unit members selected by UPSEU Unit 51 and one delegate of the administration will be established to set up guidelines, review implementation, approve all applications, and update procedures.

ARTICLE XXXI
DURATION

Section 32.1

The provisions of this Agreement shall become effective upon execution and shall continue and remain in full force and effect to June 30, 2024.

This Agreement made and entered into this 29 day of Novem., 2022.

HAMDEN BOARD OF EDUCATION

UPSEU Local 424, Unit 51

Kevin E Boyle, Jr. UPSEU President

George Rostkowski

George Rostkowski
Unit President

APPENDIX A

APPENDIX A - WAGES

Job Description	2020 - 2021 Expired CBA	2021-2022 1.95% Increase	2022-2023 2.5% Increase	2023-2024 2.5% Increase
Grants Accountant	$ 84,153.02	$ 85,794.00	$ 87,938.85	$ 90,137.33
Director of Facilities	$ 117,400.00	$ 119,689.30	$ 122,681.53	$ 125,748.57
Business & Transportation Supervisor	$ 107,522.92	$ 109,619.62	$ 112,360.11	$ 115,169.11
Desktop Support Specialist *				
Level 1	$ 64,292.16	$ 65,545.86	$ 67,184.50	$ 68,864.12
Level 2	$ 65,292.16	$ 66,565.36	$ 68,229.49	$ 69,935.23
Level 3	$ 66,292.16	$ 67,584.86	$ 69,274.48	$ 71,006.34
Assistant Director of Facilities	$ 91,362.32	$ 93,143.89	$ 95,472.48	$ 97,859.29
HHS Office Manager	$ 69,372.44	$ 70,725.20	$ 72,493.33	$ 74,305.67
Desktop Support Specialist	$ 62,756.68	$ 63,980.44	$ 65,579.95	$ 67,219.44
HMS Office Manager	$ 69,372.44	$ 70,725.20	$ 72,493.33	$ 74,305.67
Network Specialist	$ 104,349.90	$ 106,384.72	$ 109,044.34	$ 111,770.45

Employees with a Masters' Degree relevant to their position shall earn $750 more than indicated above.

*Employee's holding the position of Desktop Support Specialist II will have three levels in the salary schedule. The Board will consider the following in determining the salary level for the Desktop Support Specialist II position: Qualificiations, skill and ability and past documented work performance. The Board's placement of the Desktop Support Specialist II position is in the Board's sole discretion.

APPENDIX B

APPENDIX B Health Plan

Blue Cross Blue Shield Non-Standard Managed Benefits Health Plan

Summary Covered Services	Benefits In Network	Benefits Out of Network
Inpatient hospital services - semi private room, (medically necessary private room), physicians and surgeons charges, maternity charges for mother and child, diagnostic and lab fees, PT and OT, drugs, Operating room fees, dialysis....etc.	Covered in full subject to $100 co-pay, preadmission notification, second surgical opinion, concurrent review and managed care non compliance penalties. Medical excellence program on an optional basis.	Covered at 80 percent of reasonable and customary above deductible to maximum out of pocket, then at 100% of UCR. Subject to preadmission notification, second surgical opinion, concurrent review and managed care non compliance penalties.
Outpatient hospital services – Operating and recovery room, surgeons fees, lab and x-ray, Dialysis, radiation and chemo etc.	Covered in full subject to $75 co-pay preadmission notification, second surgical opinion, concurrent review and managed care non compliance penalties.	Covered at 80 percent of reasonable and customary above deductible to maximum out of pocket, then at 100% of UCR. Subject to preadmission notification, second surgical opinion, concurrent review and managed care non compliance penalties.
Inpatient Mental and Substance Abuse **Mental Health Inpatient**	Covered in full up to 60 days per year, subject to preadmission notification, second surgical opinion, concurrent review and managed care non compliance penalties. Benefits beyond 60 days available on an out of network basis, subject to deductible and coinsurance.	Covered for up to 60 days per year at 80 percent of reasonable and customary above deductible to maximum out of pocket, then at 100% of UCR. Subject to preadmission notification, second surgical opinion, concurrent review and managed care non compliance penalties.

Summary Covered Services	Benefits in Network	Benefits Out of Network
Substance Abuse Inpatient	Covered in full up to 45 days per year subject to preadmission notification, concurrent review and managed care non compliance penalties. Half days Substituted on a 2 for 1 basis.	Covered up to 45 days per year at 80 Percent of reasonable and customary Above deductible to maximum out of pocket, then at 100% of UCR. Subject to preadmission notification, concurrent review and managed care non compliance penalties. Half days substituted on a 2 for 1 basis
Emergency Care	Emergency room visits covered in full above a $75 co-pay if the condition meets the sudden and serious requirements. Failure to meet the sudden and serious requirements results in the treatment being treated as an out of network usage, subject to deductible and coinsurance. Treatment on the direction of Physician is to be treated as in network. $75 co-pay is waived if the individual is admitted.	Emergency room visits covered at UCR above a $50 co-pay if the condition meets the sudden and serious requirements. Failure to meet the sudden and serious requirements results in the treatment being treated as an out of network usage, subject to deductible and coinsurance. Treatment on the direction of Physician is to be treated as in network. $50 co-pay is waived if the individual is admitted. (Note: same as in network)
Walk in care (walk in center or physician's office)	Covered in full above $20 co-pay.	Covered at UCR above $20 co-pay if sudden and serious. Otherwise treated as an out of network usage. Subject to deductible and coinsurance.
Ambulance	Covered up to $500 land and $1,500 air. Non emergency use subject to case management	Covered up to $500 land and $1,500 air. Non emergency use subject to case management.
Physician Services		
Medical Care (clinical indications of illness)	Covered in full above $20 co-pay. No annual or lifetime maximum.	Covered at 80 percent of UCR above deductible to maximum out of pocket then at 100% of UCR. No annual or lifetime maximum.

Summary Covered Services	Benefits In Network	Benefits Out of Network
Allergy Care	Covered in full above $20 co-pay for examination. No co-pay for injections. No annual or lifetime maximum. Subject to case maragement.	Covered at 80 percent of UCR above deductible to maximum out of pocket then at 100% of UCR. Injections at 80 percent of UCR above deductible to maximum out of pocket then at 100% of UCR. No annual or lifetime maximum. Subject to case management.
Physician Services (Cont'd) **Well Child Care** (no clinical indications or history)	Covered in full above $0 co-pay. Subject to age based schedule. To 6 months once per month, then to one year every two months, then to two years every three months, then to three years every six months, then once per year to age 18.	Covered at 80 percent of UCR above deductible to maximum out of pocket. Subject to age based schedule. To 6 months once per month, then to one year every two months, then to two years every three months, then to three years every six months, then once per year to age 18.
Adult Physical Examinations (no clinical indications or history)	Covered in full above $0 co-pay. Subject to age based schedule. Every three years to age 30 then every two years to age 50 then every year.	Covered at 80% of UCR above deductible to maximum out of pocket. Subject to age based schedule. Every three years to age 30 then every two years to age 50 then every year.
Routine Mammography (no clinical indication or history)	Covered in full above $0 co-pay. Subject to age based schedule. One exam between age 35 and 40, then every two years to age 50 then every year.	Covered at 80% of UCR above deductible to maximum out of pocket. Subject to age based schedule. One exam between age 35 and 40, then every two years to age 50 then every year.
Routine Gynecological (no clinical indication or history) **Vision and Hearing Screening**	Covered in full above $0 co-pay. Limited to one examination per year. Covered in full above $0 co-pay. Limited to one of each per year	Covered at 80% of UCR above deductible to maximum out of pocket. Limited to one examination per year. Covered at 80% of UCR above deductible to maximum out of pocket. Limited to one of each per year.

Summary Covered Services	Benefits in Network	Benefits Out of Network
Outpatient Therapy Coverages		
Speech Therapy, OT, PT and Chiropractic Services	Covered in full above $20 co-pay. Maximum of 50 combined visits per year. Subject to case management after first visit. After maximum is reached further benefits are available on out of network basis.	Covered at 80 percent of UCR above deductible to maximum out of pocket. Maximum of 50 combined visits per year. Subject to case management after first visit.
Electroshock Therapy	Covered above $20 co-pay for up to 15 visits per annum. Subject to case management.	Covered at 80 percent of UCR above deductible to maximum out of pocket for up to 15 visits per annum. Subject to case management.
Prescription Drug Benefits BlueCare Rx	Covered subject to $7/$15 co-pay for generic/brand name prescriptions respectively. Mail order prescriptions shall be at the same co-pay as retail for a three (3) month supply. Unlimited Maximum	Covered at 80% of UCR above deductible to maximum out of pocket.
Maternity Care (Prenatal and Post Natal)	Covered in full after $0 co-pay.	Covered at 80% of UCR above deductible to maximum out of pocket.
Outpatient Mental Health and Substance Abuse	Covered in full after $25 co-pay up to 50 visits per year applied separately (MH and SA).	Covered at 80% of UCR above deductible to maximum out of pocket. 30 visits per year applied separately.
Durable Medical Equipment and Prosthesis	Covered in full subject to case management and buy lease decision.	Covered at 80% of UCR above deductible to maximum out of pocket subject to case management and buy lease decision.

Summary Covered Services	Benefits In Network	Benefits Out of Network
Home Health and Hospice		
Home Health Aid	Covered in full for 80 days subject to case management.	Covered at 80% of UCR above deductible to maximum out of pocket for up to 80 days per year, subject to case management.
Nursing and therapeutic Services	Covered in full for 200 days per year subject to case management	Covered at 80% of UCR above deductible to maximum out of pocket for up to 200 days per year, subject to case management.
Hospice Care	Covered in full for up to last 6 months of life subject to case management.	Covered at 80% of UCR above deductible to maximum out of pocket for up to 60 days per year subject to case management.
Skilled Nursing Facility	Covered in full for up to 120 days per year subject to case management. Additional coverage available as out of network service subject to deductible and coinsurance.	Covered at 80% of UCR above deductible to maximum out of pocket for up to 24 months subject to case management.
Eligibility	Insured, spouse and unmarried dependents to age 25.	Insured, spouse and unmarried dependents to age 25.
Non-Compliance Penalties	$500 per event	$500 per event
Deductible	$100 per individual. Generally not applicable to in network usage. Family max. at 2 x individual.	$200/400/600
Coinsurance	20% to a maximum $500 per individual, family coinsurance maximum is 2 x individual. Generally not applicable to in network services.	20% to a maximum of $1000/2000/2500
Maximum out of pocket	Sum of co-pays plus costs of deductibles and co-pays in out of pocket rolls and noncompliance penalties.	Sum of co-pays, deductibles, coinsurance and amounts above UCR fee schedule and noncompliance penalties.

Summary Covered Services	Benefits In Network	Benefits Out of Network
Payment Basis	Negotiated fees no balance billing.	% of UCR

No reduction in covered services unless specifically identified above.

APPENDIX C

Anthem.

Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

Your Lumenos HSA Plan

First - Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2018, contributions can be made to your HSA up to the following:
$3,450 individual coverage
$6,900 family coverage

Note: These limits apply to all combined contributions from any source.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Plus -

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility.

Your Bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal $0.

HSA dollars spent on covered services plus your Bridge Responsibility add up to your annual deductible responsibility.
Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility
In Network and Out of Network Providers
$2,000 individual coverage
$4,000 family coverage

If needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Additional protection:
For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Traditional Health Coverage

After your Bridge, the plan pays:
100% for in-network providers 80% for out-of-network providers

Annual Out-of-Pocket Maximum
In-Network and Out-of-Network Providers
$ 4,000 individual coverage
$ 8,000 family coverage

Your annual out of pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your coinsurance amounts.

If you have questions, please call toll-free 1-888-224-4896.

Hamden
CGHSA3075 NGF (EX. 07/15)

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Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care
Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan.

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment
- Orthotics
- Diabetic medications, supplies and equipment **

Some covered services may have limitations or other restrictions. With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 100 days per member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage
** No Deductible applies

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.

Hamden
CDHSA3075 NGF (EN. 07/15)

Anthem.

Lumenos HSA Plan Summary

Tools and Personalized Services

You will have access to our award-winning online health site and the following programs to help you reach your health potential

Future Moms: Individualized obstetric support for expectant high-risk and non-High-risk mothers
Healthy Lifestyles Online: All covered adults age 18 and over can join the program, complete the Well-Being Assessment and set up a Well-Being Plan.
Enroll in ConditionCare: Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure) Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.
Graduate from ConditionCare: • There's no limit to the number of family members that can graduate from the program... Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

Summary of Covered Services

Preventive Care
Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply

The following is a list of covered preventive care services

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:
Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer
H. Influenza type b
Polio
Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:
Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.

CGHRA2908

COST SHARE PROVISIONS	In-Network *Member pays:*	Out-of-Network *Member pays:*
Annual Deductible *(individual/ family)*	$2,000 / $4,000	
Coinsurance	0% after deductible up to cost share maximum below	20% after deductible up to cost share maximum below
Cost Share Maximum *(individual/family)*	$2,000 / $4,000	$4,000 / $8,000
Lifetime Maximum	Unlimited	Unlimited

Health Reimbursement Account

With a Health Reimbursement Account (HRA), you receive an annual allocation from your employer in your HRA. Money in your HRA is used to help meet your annual deductible responsibility.	HRA Allocation from your employer: Unused dollars roll over year to year

PREVENTIVE CARE - *Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits*	In-Network After Annual Deductible *Member pays:*	Out-of-Network After Annual Deductible *Member pays:*
Well child care	No Charge; Deductible waived	20%
Periodic, routine health examinations		20%
Routine OB/GYN visits		20%
Mammography		20%
Hearing screening		20%
MEDICAL CARE		
Office visits	0%	20%
Outpatient mental health & substance abuse	0%	20%
OB/GYN care	0%	20%
Surgical fees of a Physician or Surgeon	0%	20%
Maternity care	0%	20%
Diagnostic lab and x-ray	0%	20%
High-cost outpatient diagnostic – *prior authorization required* *The following are subject to cost share: MRI, MRA, CAT, CTA, PET, SPECT scans*	0%	20%
Allergy services *Office visits/testing* *Injections*	 0% 0%	 20% 20%
HOSPITAL CARE – *Prior authorization required*		
Semi-private room *(General/Medical/Surgical/Maternity)*	0%	20%
Inpatient mental health & substance abuse	0%	20%
Skilled nursing facility – *up to 120 days per calendar year*	0%	20%
Rehabilitative services – *up to 100 days per person per calendar year*	0%	20%
Outpatient surgery – *in a hospital*	0%	20%
Ambulatory surgery- *in other than a hospital setting*	0%	20%
EMERGENCY CARE		
Walk-in centers	0%	20%
Urgent care – *at participating centers only*	0%	20%
Emergency care	0%	0%
Ambulance	0%	0%

Anthem. BlueCross BlueShield

	In-Network After Annual Deductible *Member pays:*	Out-of-Network After Annual Deductible *Member pays:*
Outpatient rehabilitative services – PT, OT, ST, and Chiropractic - *Prior authorization required after the first visit for PT and OT* *30 combined visit maximum for PT, OT, ST, and Chiropractic per year*	0%	20%
Durable medical equipment / Prosthetic devices *Unlimited maximum per calendar year*	0%	20%
Diabetic supplies, drugs & equipment *Diabetic drugs are covered at in-network benefit level*	0%	20%
Infertility – *prior authorization required* *Some restrictions may apply*	0%	20%
Home health care *200 visits per member per calendar year*	0%	20%

- In situations where the member is responsible for obtaining the necessary prior authorization and fails to do so, benefits may be reduced or denied.
- Members must utilize participating Blue Quality Centers for Transplant hospitals to receive benefits for Human Organ & Tissue Transplant services. This network of the finest medical transplant programs in the nation is available to members who are candidates for an organ or bone marrow transplant. A nurse consultant trained in case management is dedicated to managing members who require organ and/or tissue transplants.
- For services rendered by out-of-network providers, members are responsible for paying any charges in excess of the Maximum Allowable Amount. Please reference your Subscriber Agreement/Certificate of Coverage for additional details

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers
Online Wellness Toolkit: Each subscriber can complete the Well-Being Assessment and set up their Well-Being Plan
ConditionCare: Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Some eligibility requirements apply

Please refer to the *SpecialOffers@Anthem* brochure in your enrollment kit for information on the discounts we offer on health-related products and services

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

A product of Anthem Blue Cross and Blue Shield serving residents and businesses in the State of Connecticut

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Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
Hamden Public Schools Coverage for: Individual + Family | Plan Type: HDHP

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will 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, call 800-233-4947. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.ccip.cms.gov or call 800-233-4947 to request a copy.

Important Questions	Answers	Why this Matters
What is the overall deductible?	In-network and out-of-network: $2,000/individual; $4,000/family.	Generally, you must pay all of the costs from providers up to the deductible amount before the plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive care is covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/
Are there other deductibles for specific services?	No	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
What is the out-of-pocket limit for this plan?	In-network: $2,000/individual; $4,000/family. Out-of-network: $4,000/individual, $8,000/family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in the plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, health care this plan doesn't cover, and dental and vision care under separately administered plans.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.anthem.com or call 800-233-4947 for a list of network providers	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.

Do you need a referral to see a specialist? No 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

Common Medical Events	Services You May Need	What You Will Pay: Network Provider (You will pay the least)	What You Will Pay: Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No charge.	20% coinsurance.	None.
	Specialist visit	No charge.	20% coinsurance.	None
	Preventive care/screening/immunization	No charge Deductible does not apply.	20% coinsurance	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)	No charge.	20% coinsurance	None
	Imaging (CT/PET scans, MRIs)			
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.anthem.com/shop/medicaid/	Generic drugs	No charge.	20% coinsurance	Retail limited up to 30-day supply; Mail order limited up to 90-day supply.
	Preferred brand drugs	No charge	20% coinsurance	
	Non-preferred brand drugs	No charge	20% coinsurance	
	Specialty drugs	No charge	20% coinsurance	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge	20% coinsurance	None
	Physician/surgeon fees			
If you need immediate medical attention	Emergency room care	No charge.	No charge	None
	Emergency medical transportation	No charge	20% coinsurance	None.
	Urgent care	No charge	20% coinsurance	None.
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge	20% coinsurance	Coverage limited to semi-private room rate
	Physician/surgeon fees			

Common Medical Events	Services You May Need	What You Will Pay: Network Provider (You'll pay the least)	What You Will Pay: Out-of-Network Provider (You'll pay the most)	Limitations, Exceptions, & Other Important Information
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No charge	20% coinsurance	None
	Inpatient services	No charge	20% coinsurance	None.
If you are pregnant	Office visits	No charge.	20% coinsurance	None
	Childbirth/delivery professional services	No charge	20% coinsurance	None.
	Childbirth/delivery facility services			
If you need help recovering or have other special health needs	Home health care	No charge	20% coinsurance	Limit: 80 days/calendar year.
	Rehabilitation services	No charge	20% coinsurance	Outpatient chiropractic care, physical therapy, occupational therapy and speech therapy combined limit: 50 visits/calendar year
	Habilitation services			
	Skilled nursing care	No charge	20% coinsurance	Limit: 120 visits/calendar year.
	Durable medical equipment	No charge	20% coinsurance	None
	Hospice services	No charge	20% coinsurance	None
If your child needs dental or eye care	Children's eye exam	No charge	20% coinsurance	Limit: 1 exam/calendar year
	Children's glasses	Not Covered	Not Covered	
	Children's dental check-up	Not Covered	Not Covered	Covered under Anthem Dental plan

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 (unless following mastectomy or if medically necessary)	• Long-term care • Routine foot care

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 • Infertility treatment	• Non-emergency care when traveling outside the U.S. • Routine eye care

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 these agencies is: the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cms.gov. 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.

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 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, this notice, or assistance, call the Fund Office at 1-800-253-1582. Additionally, a consumer assistance program can help you file your appeal. Contact the Office of the Health Care Advocate at 855-466-4446 or www.ri.gov/hcs.

Does this plan provide Minimum Essential Coverage? Yes
If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

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.

About these Coverage Examples:

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

Peg is Having a Baby

- The plan's overall deductible $2,000
- Specialist copay $0
- Hospital (facility) copay $0
- Other cost sharing $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)

Total Example Cost $12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	$2,000
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	$2,060

Managing Joe's Type 2 Diabetes

- The plan's overall deductible $2,000
- Specialist copay $0
- Hospital (facility) copay $0
- Other cost sharing $0

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)

Total Example Cost $7,400

In this example, Joe would pay:

Cost Sharing	
Deductibles	$2,000
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$230
The total Joe would pay is	$2,230

Mia's Simple Fracture

- The plan's overall deductible $2,000
- Specialist copay $0
- Hospital (facility) copay $0
- Other cost sharing $0

This EXAMPLE event includes services like:
Emergency room care (including medical supplies)
Diagnostic test (x-ray)
Durable medical equipment (crutches)
Rehabilitation services (physical therapy)

Total Example Cost $1,800

In this example, Mia would pay:

Cost Sharing	
Deductibles	$2,000
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	$1,800

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

APPENDIX D

APPENDIX D

FLEX DENTAL PLAN

HOW IT WORKS

This dental plan provides coverage for a wide range of dental services up to individual maximum of $2,000
per insured person per calendar year for the services listed below.

DIAGNOSTIC & PREVENTIVE SERVICES

Payable at 100% of usual, customary and reasonable charges at participating dentists:

- Initial oral exams - 1/36 months
- Periodic Oral exams – 2/Year
- Prophylaxis – 2/Year
- Topical application of fluoride - 2/Year to age 19
- Space maintainers to age 19
- X-rays
- Emergency Treatment
- Bacteriological Cultures
- Biopsy
- Palliative Treatment
- Sedative Fillings

BASIC SERVICES

Payable at 85% of usual, customary and reasonable charges at participating dentists:

- Fillings
- Endodontics
- Root canals
- Stainless steel crowns (Primary Teeth)
- Extractions
- Oral Surgery
- Repair of dentures – 1/Year
- Relining of dentures – 1/ 2 Years
- Recement crown
- Recement bridge
- Repair bridge
- Relining of Dentures
- General Anesthesia
- Periodontics
- Hemisection
- Apicoectomy & Retrograde Fillings
- Root Canal Therapy

Pulpotomy
Diagnostic Casts
Scaling & Root Planning
Provisional Splinting
Periodontal Applications
Root Recovery
Alveoplasty
Incision & Drainage
Cyst Removal
Pin Retention
Silicateplastic & Composite restorations

MAJOR SERVICES

Payable at 50% of usual, customary and reasonable charges at participating dentists.

Crowns - 1/Tooth/5 Years
Post and core - 1/Tooth/5
Inlays - 1/Tooth/5 Years
Onlays - 1/Tooth/5 Years
Prosthodontics - 1/Tooth/5 Years
Gold Inlays & Onlays
Gold Post & Core
Frenectomy
Occlusal Adjustment
Full Dentures
Partial Dentures
Fixed Bridge

Calendar Year Maximum : $2000 per person per calendar year
Applies to all three categories

PRINCIPAL LIMITATIONS AND EXCLUSIONS

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances; such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Application of sealants, regardless of reason; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list

of exclusions appears in the Master Group Policy on file with your employer or your Certificate of Membership.

This is not a legal policy or contract. It is only a general description of your Blue Cross & Blue Shield benefits. If there are discrepancies between the dental rider and this summary, the dental rider shall control.

APPENDIX E

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made by and between the Hamden Board of Education ("Board") and the United Public Service Employees Union, Local 424 – Unit 51 ("Union"). The Board and the Union are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, in order to address the rare occasions when an employee is required by the Board to work on a Saturday or Sunday the Parties hereby agree as follows:

NOW THEREFORE:

1. The Parties agrees that in the rare case where an employee is required by the Board to work on a Saturday or Sunday, and such day is not part of the employee's regularly scheduled work week, the employee is entitled to take off the amount of hours actually worked on such Saturday or Sunday within the upcoming two (2) weeks. If time off is not used within the two (2) week period it shall be lost. Use of such time will not be charged against any of the employee's accumulated paid time off (e.g. vacation).

2. Work is "required" only where the Board specifically directs the employee to work on a Saturday and/or Sunday on a specified task: work that is performed on a Saturday or Sunday for an employee's convenience, personal choice or where the Board otherwise did not direct the employee to work at that specific time shall not be defined as "required" for the purpose of this Agreement.

3. An employee shall provide reasonable notice of his/her desired use of time off. Time off will not be denied unless granting it would unduly disrupt the Board's operations, as determined in the Board's discretion. In the event that time off is denied, the period to use such time shall be extended by one (1) week.

4. In no event shall time off under this Agreement be compensated in cash or otherwise paid out. The Parties agree that, pursuant to Section 17.1 of the Parties' collective bargaining agreement, bargaining unit employees are salaried and are not entitled to overtime pay.

5. This Agreement shall not constitute a precedent for any future disputes or negotiations between the Parties.

Dated this 28 day of February, 2013

HAMDEN BOARD OF EDUCATION

By _____
Signature

William E. McGrath
Printed Name

UPSEU, LOCAL 424 – UNIT 51

By _____
Signature

Paul W. Agnese
Printed Name

By _____
Signature

ROGER STOLEN
Printed Name

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