

THESE MINUTES ARE SUBJECT TO APPROVAL BY EMPLOYEE MEDICAL BENEFITS BOARD

The Employee Medical Benefits Board held a special meeting Monday, November 14, 2011 in Meeting Room #1 at the Municipal Center, 3 Primrose Street, Newtown. Finance Director Robert Tait called the meeting to order at 6:15pm.

PRESENT: Dan McAloon, Mark Mattioli, Donna Van Waalwijk and James Loring.

ALSO PRESENT: Finance Director Robert Tait and Business Director Ron Bienkowski

COMMUNICATION: Mr. Tait handed out contract language re: Alternative Health Insurance Plans (Att. A). Mr. Bienkowski spoke about communicating with the unions about the request for proposal to explain the reasoning and set a timeline. He suggested having the unions involved prior to making any formal decisions. Mr. Tait noted that the Employee Medical Benefits Consultant will be involved in communication with the unions.

Service issues and choosing a carrier were discussed.

NEW BUSINESS:

Discussion and possible action:

- 1. Election of Chairman:** Mr. McAloon stated that he would need to recuse himself if United Health Care is part of the RFP and does not think he should be chairman because of that. Ms. Van Waalwijk suggested Mr. Mattioli be considered. Mr. Mattioli accepted saying he has fifteen years experience in health insurance with extensive background in underwriting and product development and has worked with several carriers. By a show of hands Mr. Mattioli was unanimously elected as the Chairman of the Employee Benefits Board.
- 2. RFP –** Mr. Mattioli talked about the policy Mr. Spurgeon had mentioned at the last meeting and asked about the Boards role. Mr. Tait said that the board may want to propose that the consultant investigate whether an RFP should be done. Mr. Bienkowski suggested Mr. Spurgeon give a further update on the market. Claims and administrative services were discussed. Mr. Mattioli moved to authorize a request for proposal (RFP) for administrative services only. This includes medical and dental. Ms. Van Waalwijk seconded. All in favor.

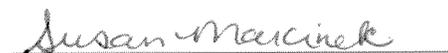
Mr. Bienkowski said that he and Mr. Tait will speak with the benefits consultant, Mr. Spurgeon, about the recommendations, time lines and also share the contract language re: alternative health insurance plans with him.

ACCEPTANCE OF THE MINUTES: Mr. Mattioli moved to accept the minutes of October 20, 2011. Ms. Van Waalwijk seconded. All in favor.

ANNOUNCEMENTS: none.

ADJOURNMENT: Having no further business Employee Medical Benefits Board adjourned their special meeting at 6:55pm.

Respectfully submitted,



Susan Marcinek, Clerk

Att A. Contract Language re: Alternative Health Insurance Plans

Contract Language re: Alternative Health Insurance Plans:

Administrators – Article 18, page 14

18. The Board may substitute the insurance carrier and/or plan, provided the new plan is comparable to the existing plan on an overall basis in terms of benefits.

Teachers – Article 28, page, 21

28.1.1 The Board reserves the right to study alternative health insurance plans with different carriers and to change insurance carriers on health insurance provided the following steps occur:

1. The plan suggested as an alternative must contain coverage and benefits and administration comparable to the plans presently in place at no additional cost to the employee, and such alternate plan must be subject to the rules and regulations of the State Insurance Commissioner's Office.

2. The Union shall have an opportunity to study the proposed plan for a period of thirty (30) calendar days.

3. If at the end of the aforementioned thirty (30) calendar days there is a disagreement between the parties on whether or not the plan offers the requisite coverage, benefits, portability, and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be required to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules that the Board's proposed alternate carrier meets the criteria outlined in Section 28.1.1.1 and the Board changes carriers, the standards outlined in 28.1.1.1 must be maintained during the life of the contract. The Union shall retain the right to ask the arbitrator to reinstate the original carrier if the standards outlined in 28.1.1.1 are not maintained.

Nurses – Article 8, page 3

8.2 The Board may change insurance carriers at any time during the term of this agreement provided the Union receives prior notification and provided all benefits and services supplied by a new carrier shall be comparable to all benefits and services supplied by the former carrier. If the Union does not agree that the benefits and services are comparable, the Union may forward the matter through the Grievance and Arbitration process under this agreement. Should this occur, the Board will not implement this change of carrier until the arbitrator has made a ruling.

Custodians/Maintenance – Article 9, pages 6-7

9.2 The Board reserves the right to study alternative health insurance plans with different carriers and to change insurance carriers on health insurance provided the following steps occur:

9.2.1 The plan suggested as an alternative must contain coverage and benefits and administration comparable to the plans presently in place at no additional cost to the employee, and such alternate plan must be subject to the rules and regulations of the State Insurance Commissioner's Office.

9.2.2 The Union shall have the opportunity to study the proposed plan for a period of 45 calendar days.

9.2.3 If at the end of the aforementioned 45 calendar days there is a disagreement between the parties on whether or not the plan offers the requisite coverage, benefits, portability, and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be required to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules that the Board's proposed alternate carrier meets the criteria outlined in this section and the Board changes carriers, the standards must be maintained during the life of the contract. The Federation shall retain the right to ask the arbitrator to reinstate the original carrier if the standards outlined are not maintained.

Educational Personnel – Article XIII, page 10

XIII. The Board reserves the right to study alternative health insurance plans with different carriers and to change insurance carriers on health insurance provided the following steps occur:

1. The plan suggested as an alternative must contain coverage and benefits and administration comparable to the plans presently in place at no additional cost to the employee; and such alternate plan must be subject to the rules and regulations of the State Insurance Commissioner's Office.
2. The Federation shall have an opportunity to study the proposed plan for a period of 45 calendar days.
3. If at the end of the aforementioned 45 calendar days there is a disagreement between the parties on whether or not the plan offers the

requisite coverage, benefits, portability, and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be required to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules that, the Board's proposed alternate carrier meets the criteria previously outlined in this section and the Board changes carriers, the standards must be maintained during the life of the contract. The Federation shall retain the right to ask the arbitrator to reinstate the original carrier if the standards as outlined are not maintained.

Educational Assistants – Article 9, pages 17-18

9.3 D. The Board reserves the right to study alternative health insurance plans with different carriers and to change insurance carriers on health insurance, provided the following steps occur:

1. The plan suggested as an alternative must contain coverage and benefits and administration comparable to as the present plan(s) at no additional cost to the employee. Such alternate plan(s) must be subject to the rules and regulations of the State Insurance Commissioner's Office. Further, such alternate plan(s) shall in no way preclude an employee from selecting the doctor of her/his choice or choosing to undergo elective surgery at the medical facility of her/his choice.
2. The Association shall have the opportunity to study the proposed plan(s) for a period of thirty working days.
3. If, at the end of the aforementioned thirty working days, there is a disagreement between the parties on whether or not the plan(s) offer(s) the requisite coverage, benefits, portability, and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be required to appoint an arbitrator with expertise in the health insurance field in accordance with their rules and regulations. The decision of the arbitrator shall be binding on the parties. If the arbitrator rules the Board's alternate carrier meets the criteria previously outlined in the section, and the Board changes carriers, the standards must be maintained during the life of the agreement. The Union shall retain the right to ask the arbitrator to reinstate the original carrier if the standards outlined are not maintained.

Section 19.04

The Town may change insurance carriers at any time during the course of this Agreement provided the Union receives prior notification and provided all benefits and services supplied by a new carrier shall be comparable to all benefits and services supplied by the former carrier.

If the Union does not agree that the benefits and services are comparable, the Union may forward the matter through the Grievance & Arbitration process. The Town will not implement this change of carriers, should this occur, until the arbitrator has made a ruling.

Section 19.05

Each employee, upon hire and upon ratification of the collective bargaining agreement, shall receive a copy of the group health insurance contracts or descriptive plan booklets.

Section 19.06

The Town shall make a premium conversion and flexible spending account plan available to employees participating in the group health insurance plans described above for health insurance premiums to the extent permitted by and subject to the terms of Section 125 of the Internal Revenue Code, as that provision may be amended from time to time.

ARTICLE 20 PROTECTIVE CLOTHING

Section 20.01

The clothing allowance for the employees in the bargaining unit shall be \$400. The town shall reimburse the following: pants, shirts, sweatshirts, jackets, overalls, coveralls, safety green tee shirts for day-time use and safety shoes. Employees shall be reimbursed from the draw account only after presentation of receipts disclosing the items purchased and the cost. The Town shall supply protective clothes. This shall consist of helmets, rain gear, boots, vests, ear, hand and eye protection.

All articles shall be navy blue in color and in good and clean serviceable condition. In the event that an employee reports for work in clothing that is unacceptable to management the employee will be sent home to change, without pay. All upper garments, excluding heavy outerwear, shall have the approved public works logo displayed above the left pocket area.