

**COLLECTIVE BARGAINING
AGREEMENT**

**REGIONAL SCHOOL DISTRICT EIGHTEEN
AND
REGIONAL SCHOOL DISTRICT EIGHTEEN
FEDERATION OF
NON-CERTIFIED PERSONNEL
LOCAL 6365**

AFT-CT AFL-CIO CLC

JULY 1, 2021 – JUNE 30, 2024

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THIS AGREEMENT IS MADE AND ENTERED INTO on this 1st day of July 2021 by the REGIONAL SCHOOL DISTRICT EIGHTEEN BOARD OF EDUCATION (hereinafter referred to as the "Board") and the REGIONAL SCHOOL DISTRICT EIGHTEEN FEDERATION OF NON-CERTIFIED PERSONNEL, LOCAL 6365, (hereinafter referred to as the "Federation" or the "Union"), affiliated with the AFT Connecticut of the American Federation of Teachers.

ARTICLE I **PREAMBLE**

SECTION 1. This agreement is negotiated in accordance with § 7-467 of the General Statutes of the State of Connecticut as amended.

ARTICLE II **RECOGNITION**

SECTION 1.0. The Board of Education recognizes the Union as the sole and exclusive bargaining representative for wages, hours and other terms and conditions of employment for those employees of the Board who are employed by the Board in the following positions: 12-month, 11-month and 10-month (full and regular part-time) Clerical Employees, Instructional Assistants, Tutors, Computer Technicians, Library Aides, Technology Facilitators, Maintenance/Custodial Personnel, Accounts Payable Clerk, Payroll Clerk, and District Tech Specialist excluding Supervisors, Confidential Employees, Certified Teachers, Members of Other Certified Bargaining Units, Administrative Officials, Board and Commission Members, Department Heads, Temporary Employees and Seasonal Employees as defined by MERA.

As positions are added to or deleted from the bargaining unit in the future, the parties shall amend this recognition clause accordingly, and issues as to whether changes concerning the contours of the bargaining unit are appropriate that cannot be resolved by the parties shall be resolved by petition in accordance with applicable provisions of MERA.

SECTION 1.1. The Board agrees not to negotiate or attempt to negotiate with another Union concerning employees in the bargaining unit, except as permitted or required by law. The Union accepts such recognition and agrees to represent equally all employees without regard to Union membership or payment of dues or fees.

SECTION 1.2. The Union recognizes the Board and its authorized representatives as the sole and exclusive Employer of the employees in the bargaining unit, and the Union agrees not to negotiate or attempt to negotiate with any other entity or group other than the authorized representative of the Board concerning wages, hours and other terms and conditions of employment.

SECTION 1.3. As used herein, "employee" means an employee of the Region #18 Board of Education who is a member of the bargaining unit, whether full-time or regular part-time. The terms "full-time employees", "part-time employees" and "temporary employees" are defined under Article XXI, Section 1.

“Union,” or “Federation” means AFT, Connecticut, AFT, AFL-CIO CLC and its agents, and the Regional School District #18 Federation of Non-certified employees and their representatives; “Board,” “School District,” or “Employer” means the Regional School District #18 Board of Education and its agents and representatives, including but not limited to the Superintendent of Schools; “Superintendent” means the Superintendent of Schools or designee, or other administrators designated and authorized to act for the Superintendent or the Board. “Year” as used in this Agreement shall mean the Board’s fiscal year of July 1st - June 30th, unless a contrary meaning of the word “year” is clearly indicated.

ARTICLE III **AMENDMENT**

This Agreement shall not be altered or amended except in writing signed by properly authorized representatives of both the Board and the Federation, which amendment shall be appended hereto and become a part hereof. It is recognized and agreed that neither party has any obligation to negotiate amendments or modifications to this Agreement during its term. Amendments or modifications must be approved by the full Board of Education and by a vote of the full Union membership.

ARTICLE IV **MANAGEMENT RIGHTS**

The Board shall continue to retain its rights, powers and authorities so vested by law, unless specifically limited by the express provisions of this contract. The Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority, whether express or implied, heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the express provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of the management of the affairs of the school system and direction of the working force.

The exclusive functions and rights of the Board include, but are not restricted to, the right: to establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures; to direct the operation of the employees in all aspects; to determine the methods and levels of financing and budget allocation; to determine and, from time to time, re-determine the number of employees to be employed; to create and eliminate bargaining unit positions; to employ, promote, demote, transfer, layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to assign work; to determine shifts, work schedules and hours of work; to discipline, suspend and/or discharge employees for just cause; to determine the procedures for promotions and transfers; to establish policies for the governance of the schools and their employees and from time to time to change or amend such policies; to select and determine the qualifications of employees; to select and employ new personnel; to determine job descriptions and job classifications; to create, enforce and, from time to time, change rules and regulations concerning discipline and the performance of work.

ARTICLE V **SEVERABILITY**

In the event that any provision or portion of this agreement is ultimately ruled invalid for any reason by an authority of established competent legal jurisdiction, the remainder of this agreement not affected by the invalidation shall remain in full force and effect. In the event of such a ruling of invalidity, the parties shall promptly renegotiate over the affected provisions.

ARTICLE VI **EMPLOYEE WAGE RATES**

SECTION 1. Employee wage rates, less required and other permitted authorized deductions, shall be paid in accordance with the provisions of Appendices A - E.

The wage rates set forth in Appendices A, C, D and E set forth a general wage increase of two percent (2%) in year one of the contract (July 1, 2021 – June 30, 2022), two percent (2%) in year two of the contract (July 1, 2022 – June 30, 2023) and two percent (2%) in year three of the contract (July 1, 2023 – June 30, 2024).

The wage rates set forth in Appendix B set forth a general wage increase of two and one-quarter percent (2.25%) in year one of the contract (July 1, 2021 – June 30, 2022), two and one-quarter percent (2.25%) in year two of the contract (July 1, 2022 – June 30, 2023) and two and one-quarter percent (2.25%) in year three of the contract (July 1, 2023 – June 30, 2024).

Additionally, except as set forth under Appendix B with respect to year one of the contract (July 1, 2021 – June 30, 2022), employees not on the top step of the applicable salary schedules shall move up one (1) step in year one of the contract (July 1, 2021 – June 30, 2022), one (1) step in year two of the contract (July 1, 2022 – June 30, 2023) and one (1) step in year three of the contract (July 1, 2023 – June 30, 2024).

Unless otherwise agreed between the Board and the Union, paychecks will be issued bi-weekly.

ARTICLE VII **NON-DISCRIMINATION**

SECTION 1. This Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, religion, sexual orientation national origin, political affiliation, qualified handicap, Union membership or activity or lack of Union activity or membership, or other applicable unlawful discriminatory standard.

An alleged violation of this provision of the collective bargaining agreement shall not be subject to the grievance and arbitration procedure set forth herein under Article XXVIII.

SECTION 2. Whenever the masculine or feminine form of any pronoun is used in this Agreement, it is understood that the reference includes both male and female employees, unless a contrary

intention is indicated.

ARTICLE VIII **INSURANCE BENEFITS**

ELIGIBILITY

Insurance benefits are provided to full-time and regular part-time non-certified employees who are members of the bargaining unit and who, on average, work a minimum of thirty (30) hours per week during the applicable contract year.

CHANGE IN CARRIER

Reference to named insurance carriers in this Agreement shall not require the Board of Education to continue to provide coverage through such carriers. Instead, the Board of Education may provide insurance under a different policy or policies provided that the different insurance is comparable when viewed as a whole. Prior to implementing any change in carrier, the Board will notify the Federation of its intention to change carrier(s), and the Superintendent will, on request, meet with the President of the Federation to explain and discuss the proposed change. If the Federation challenges the comparability of the alternate coverage, the parties will immediately proceed to binding arbitration over the issue of whether or not the coverage offered by the Board is comparable to the current coverage when viewed as a whole. Said arbitration will be conducted in accordance with the rules and procedures of the American Arbitration Association and all costs of the AAA and the arbitrator will be shared equally by the parties. The arbitrator's decision shall state whether or not the alternate coverage is comparable with the current coverage when the proposed change is viewed as a whole. The status quo will be maintained in terms of coverage pending the arbitrator's decision, unless otherwise agreed by the parties.

VOLUNTARY WAIVER OF INSURANCE COVERAGE

Except as set forth below, members of the bargaining unit who are eligible for medical insurance coverage under this Agreement may voluntarily elect in writing to waive and thus terminate such coverage, in whole, provided that such waiver does not conflict with the rules, regulations or other requirements of the appropriate insurance. Employees electing such a waiver shall receive periodic cash payments from the Board in the amount of two thousand five hundred dollars (\$2,500.00) per year while the waiver is in effect. Life insurance coverage for eligible employees shall not be terminated by a waiver and shall remain in effect.

In order to exercise this waiver option, employees must apply in writing to the Superintendent not later than June 30th in any year, with such waiver to be effective the following July 1st. All waiver applications must be completely voluntary on the part of the staff member and must be accompanied by a signed waiver of coverage document acceptable to the Board and the carriers and also by proof of suitable alternative medical insurance coverage. If the waiver is acceptable to the Board and the applicable insurance carrier(s), it shall be effective as of July 1st and shall remain in effect until revoked as provided below. Employees whose waiver applications are acceptable shall receive periodic payments of the waiver amount as determined by the Board.

The waiver language set forth herein shall only be available to employees who are not covered under any health insurance plan offered by the Board.

There shall be an annual open enrollment window of June 1st – June 30th at which time an employee may choose to reinstate or waive his/her insurance for the fiscal year commencing July 1st. All such reinstatements shall be subject to all the rules of the applicable insurance carrier(s), including, but not limited to, any mandatory waiting periods.

SUMMARY OF COVERAGE – See also the insurance summary attached as an Appendix G.

The Board will provide a High Deductible Health Plan (HDHP) to eligible employees that elect to participate. The program shall be offered on a contract year basis.

For the period from July 1, 2021 through June 30, 2024, in each contract year, the HDHP shall have a two thousand dollars (\$2,000.00) single and four thousand dollars (\$4,000.00) two-person/family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met, there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions are subject to a managed three tier drug rider with co-pays of \$5 Generic /\$25 Brand Name /\$40 Non-Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

Out of network services will be subject to a 70% plan/30% member coinsurance to a combined in-and-out-of-network coinsurance maximum of two thousand dollar (\$2,000.00) for the individual and four thousand dollar (\$4,000.00) for the family, for a combined in-and-out-of-network out-of-pocket maximum of four thousand dollar (\$4,000.00) for the individual and six thousand eight hundred fifty (\$6,850.00) for the family.

Enrollees in the HDHP shall have a Health Savings Account (HSA) to defray deductible expenses. The Board agrees to contribute forty-five percent (45%) of the deductible in year one of the contract (July 1, 2021 through June 30, 2022); forty-five percent (45%) of the deductible in year two of the contract (July 1, 2022 through June 30, 2023) and forty-five percent (45%) of the deductible in year three of the contract (July 1, 2023 through June 30, 2024).

In each year of the contract, one-half (½) of the Board's contribution toward the deductible shall be deposited in the HSA bank account of the employee on or about July 1st and one-half (½) of the Board's contribution toward the deductible shall be deposited in the HSA bank account of the employee on or about January 1st.

An employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status.

The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30th of the applicable plan year.

The employee's contribution toward the deductible shall either be, at the employee's option, via payroll deduction or contributed directly by the employee in his/her Health Savings Account (HSA) bank account.

A HSA is not health insurance, it is a bank account. The parties acknowledge that the Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees.

Upon an employee's reaching the age of sixty-five (65), the employee shall have the option of either: (1) the Board provided health insurance plan(s); or (2) enroll in Medicare in lieu of the Board provided health insurance plan(s).

If the employee elects to enroll in a Board provided health insurance plan and such plan is a HDHP, in lieu of a deposit to a HSA bank account, the Board will provide the employee with the same amount that it provides other eligible employees toward the deductible for the HDHP (less applicable state and federal withholdings).

Such amount will be distributed to the employee in accordance with the deposits toward employee's HSA bank accounts, as set forth above.

If the employee elects to enroll in Medicare, the employee will receive the waiver set forth herein.

1.

The employee will pay the following percent of the premium costs for coverage via payroll deduction:

<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
18.5%	19%	19.5%

Additionally, the Board will provide the following:

- A Vision Rider
- Full Service Dental Insurance with Rider A (with the employee being responsible for the premium share contribution set forth above).

The Board of Education will also provide the following insurances at no cost to the employee:

- Full Term Life and Accidental Death and Dismemberment Insurance with fifty thousand dollars (\$50,000.00) for the individual employee (to be eligible, employees must work one thousand (1000) hours per year).

RETIRING EMPLOYEES

Retiring employees employed by Regional School District Eighteen who are eligible for insurance coverage who have qualified for retirement and are receiving pension payments under the pension plan may continue to participate in one (1) or more group health insurance plans maintained by Regional School District Eighteen at the employee's expense. Premiums will be paid directly to the Board by the retired employee. Premium payments due by the employee shall be submitted to the Office of the Superintendent of Schools no later than the fifteenth (15th) of each month. A one (1) week grace period will be granted for premium payment receipt before loss of coverage. All premium share payments plus set-up and administrative costs shall be paid by the employees.

Any retiree who is eligible for Medicare, either personally or as the spouse/dependent of another Medicare eligible person, must utilize Medicare as primary coverage, and shall not be permitted to continue coverage under Board of Education-provided insurance coverages.

INTERNAL REVENUE CODE 125

If allowed by law, the Board shall adopt a plan under Internal Revenue Code 125 to provide for employee premium share contributions on a pre-tax basis.

HEALTH INSURANCE "AGE OUT" PROVISION

Eligible dependents of insured employees may be covered as dependents as provided by applicable federal or state statute.

DESCRIPTION OF BENEFITS IN AGREEMENT OR ATTACHMENTS NOT AN INSURANCE POLICY

It is agreed and understood that descriptions of insurance coverage and benefits in this Agreement and in the attached insurance Appendix are illustrative only and does not change or alter the provisions or coverages provided in the underlying insurance policies or programs. An expanded explanation/description of insurance benefits is attached to this Agreement. It is understood and agreed that these explanation documents are not an insurance policy and is intended only as a description or summary of insurance coverage. Should there be any variance between the summary descriptions contained herein or on the attached Appendix and the provisions of the insurance policies, the policies shall prevail in all cases.

ARTICLE IX **UNION BUSINESS**

SECTION 1. The Board shall allow time off with pay up to a total of ten (10) days in the aggregate for all employees each fiscal year (July 1st - June 30th) for officers and/or members for such Union business as attendance at conventions or educational conferences. Permission to attend such conventions or educational conferences must be submitted to the Superintendent in writing at least one month in advance of the anticipated absence from work.

SECTION 2. Members of the negotiating committee (not to exceed two (2) employees) shall receive full pay for the time spent conducting contract negotiations with the Board, provided that negotiations are, by agreement of the Board and the Union, scheduled to occur during their scheduled working time.

SECTION 3. Not more than two (2) employees designated by the Union as members of the grievance committee shall receive full pay for time spent attending grievance hearings before the Board at the Board level, and/or the American Arbitration Union (AAA), provided the designated employees are scheduled to work at such times.

The grievance committee shall consist of not more than two (2) members of the Union for the purposes of this section. The Federation shall notify the Superintendent of the names of the members of the Grievance Committee in writing during the month of September of each year. Written request to attend grievance hearings at the Board level or Arbitration hearings on paid status in accord with this section must be filed with the Superintendent in advance, otherwise they shall be unpaid.

SECTION 4. Within seven (7) calendar days of the date a new employee commences working for the Board in a bargaining unit position covered by this Agreement, the Board will provide the Union President with written notification of the new hire.

ARTICLE X

PERSONAL INJURY BENEFITS

Workers' compensation payments are limited to the amounts payable under the state workers' compensation program. Employees must report all work-related injuries to the Board immediately, first verbally and then on such forms as the Board shall prescribe.

An employee who is out of work due to a workplace injury and the employee is receiving either: (a) weekly temporary total disability benefits ("TT"); or (b) weekly temporary partial disability benefits ("TP") (if the Board does not have work within the employee's light duty restrictions) will receive the difference between his/her regular straight time weekly wages from the Board (based on his/her regular workweek) and his/her weekly TT/TP benefits until an initial eligibility determination is made by the workers' compensation carrier. The parties understand and agree that the payment from the Board shall be subject to applicable state and federal taxes.

If it is determined that an employee's injury or condition is not covered by workers' compensation, any time absent from work and payments received from the Board will be retroactively applied and deducted from the employee's accumulated sick time. If there is inadequate sick time available, other leave provisions, such as vacation, will be charged so the employee will continue to receive pay until all leave is exhausted.

ARTICLE XI

SICK LEAVE

Sick leave is defined as time taken by full or part-time regular employees for personal illness and/or the illness of an immediate family member. Immediate family is defined as an employee's: spouse, child, step child, grandchild, sibling, sibling-in-law, parent, parent-in-law, step parent, aunt, uncle, grandparent, and great-grandparent.

Sick leave for full-time regular employees shall be at the rate of fifteen (15) days per year cumulative to one hundred twenty (120) days, and sick leave for part-time employees as defined in this Agreement who work a minimum of twenty (20) hours/week shall be at the rate of ten (10) days per year cumulative to eighty (80) days.

If the employee chooses to miss work to care for an immediate family member who is ill he/she shall be charged with a sick day.

The Superintendent may require that absences beyond three (3) consecutive days, or any absences on sick leave which give rise to a reasonable suspicion that there may be an abuse of leave privileges, be justified by a note from the physician treating the employee (or the employee's family member, if applicable) as to the illness of the employee, or, in the case of sick leave taken to care for family members, as to the illness of the family member cared for, provided that all absences on sick leave on Friday, Monday or the work day immediately before or after a holiday or vacation must also be supported by a note from the treating physician for the illness that caused the absence from work if requested by the Superintendent in his/her sole and absolute discretion. Failure to provide such a note or the provision of an incomplete note may be the basis for discipline and/or unpaid time or other action deemed appropriate by the Employer.

Sick leave, including time taken from the sick leave bank, will be charged against the amount of Family Medical Leave Act (FMLA) to which the employee is entitled.

SICK LEAVE BANK

A sick leave bank shall be provided to non-certified employees who are members of the bargaining unit at the start of each fiscal year. At the start of each fiscal year, each bargaining unit member shall contribute one-half sick day to the sick bank from his/her allotment of paid sick days. Prior to accessing the employee sick bank, employees will be required to utilize all accrued sick, personal and vacation time. Should circumstances arise wherein an employee may require more than his/her accumulated sick or vacation leave, said employee may submit a letter to the Superintendent's office requesting additional sick days from the Sick Bank (if any days are in the sick leave bank).

The Superintendent shall have the right to grant or deny requests in a particular case in his/her discretion, and the Superintendent's decision on a request shall not be subject to the grievance and arbitration procedure of this Agreement.

A maximum of twenty (20) sick bank days will be allowed per employee per year so long

as the banked sick leave is sufficient to cover the claims. Should a special circumstance arise wherein an employee may require more than his/her accumulated sick leave plus twenty (20) sick bank days, said employee must submit an additional letter to the Superintendent for review and decision and, as provided above, decisions about entitlement to benefits under the sick bank shall not be subject to the grievance and arbitration provisions of this Agreement. Time taken from the sick leave bank will be deducted from an employee's FMLA entitlement. Sick leave contributions to the sick bank that are not used during the year in which they are made shall remain in the bank and carried over for subsequent fiscal years.

ARTICLE XII

BEREAVEMENT AND PERSONAL LEAVE, ATTENDANCE AT WORK ON SNOW DAYS

SECTION 1. FUNERAL LEAVE

Subject to the Superintendent's approval, full-time and regular part-time employees may be granted up to five (5) days' paid leave per death in the immediate family, with pay based upon the employee's normal working hours, for attendance at funerals and funeral related activities. The length of leave is at the discretion of the Superintendent.

Funeral leave shall be requested in writing at least forty-eight (48) hours in advance, except when the employee did not receive advance notice of the death within forty-eight (48) hours, in which case written permission must be filed as soon as possible after receipt of news of the death. Immediate family shall be defined as the employee's: spouse, child, step child, son-in-law, daughter-in-law, grandchild, great grandchild, parent, step parent, parent-in-law, sibling, sibling-in-law, grandparent, great-grandparent, aunt, and uncle.

SECTION 2. PERSONAL LEAVE

Paid Personal Leave

The Superintendent or her/his designee may grant personal leave to full-time and part-time employees after three months of employment in the School District, not to exceed four (4) days per year for full-time and three (3) days per year for part-time employees, non-cumulative from year to year, with at least forty-eight (48) hours written request required, except where it is impossible to do so, in which case written request shall be filed as soon as possible.

Paid personal leave may be granted only for pressing personal reasons that cannot be attended to during non-working hours.

In the event that a full-time employee does not use all of his/her paid personal days during the previous contract year, he/she shall be credited with one (1) additional personal day at the commencement of the then current contract year, provided, however, that at no time may a full-time employee have more than five (5) paid personal days.

In the event that a part-time employee does not use all of his/her paid personal days during the previous contract year, he/she shall be credited with one (1) additional personal day at the commencement of the then current contract year, provided, however, that at no time may a part-time employee have more than four (4) paid personal days.

Unpaid Personal Leave

Part-time employees, who are eligible for three (3) personal days per contract year, may also apply for unpaid day(s) in accordance with the following:

- Prior to applying for an unpaid day, the employee must exhaust all of his/her paid personal days (or vacation days, if applicable);
- The application for unpaid personal day(s) must be submitted two (2) calendar weeks prior to the requested days (except for attendance at the birth or adoption of the employee's child or in an emergency);

Approval of any unpaid personal days shall be at the sole discretion of the Superintendent. The Superintendent may approve unpaid personal days for the following specific reasons:

1. Attendance at the birth or adoption of the employee's child;
2. Attendance at the graduation of the employee, the employee's spouse or child;
3. Attendance at the marriage of the employee, his/her child, parent, sibling or grandchild;
4. Attendance at a college visit with the employee's child;
5. Mandatory court appearances; and
6. Other pressing personal reasons that cannot be attended to during non-working hours as determined by the Superintendent.

A denial of a request for unpaid personal day(s) shall not be subject to the grievance and arbitration procedure. At the request of the Superintendent, proof of the reason(s) for the unpaid day(s) may be required.

If an employee's request for unpaid personal days is denied and the employee proceeds to take the day(s) off, the employee shall be subject to discipline.

Paid and Unpaid Personal Leave

The Superintendent may deny employee requests for use of paid and unpaid personal days on the first or last day of the school year, the day before or after a holiday, the day before or after a school recess or during the last two (2) weeks of school.

SECTION 3. SNOW DAYS AND OTHER EMERGENCY SCHOOL CLOSINGS

- A. The following language shall apply in the event of: (a) a snow day; (b) an emergency closing of school; (c) a delayed opening; and (d) an early closing:

Maintenance and Custodial Employees:

Maintenance and custodial employees are required to report to work. Vacation days for custodial and maintenance staff will not be approved unless the day(s) has been approved in advance, in writing, by the Superintendent or his or her designee.

If a maintenance or custodial employee calls in sick, he/she may, at the Superintendent's discretion, be required to furnish a note from his/her treating physician for the illness that caused the absence before he/she is granted a paid sick day.

Twelve (12) Month Clerical Employees:

Twelve (12) month clerical employees (including the Computer Technician, twelve (12) month Technology Facilitators and the District Tech Specialist) are expected to report to work when there is a snow day or an emergency school closing; twelve (12) month clerical employees who are unable to report to work or who are excused by the Superintendent, in writing, when there is a snow day or an emergency school closing, may choose to take the day without pay or take a vacation or personal day. In his/her sole discretion, the Superintendent may authorize twelve (12) month clerical employees to work remotely, provided, however, such authorization shall not be considered a past practice or a precedent.

On days when there is a delayed opening or an early closing, twelve (12) month clerical employees who report to work at the designated reporting time (if the designated reporting time is different than their scheduled reporting time), may:

- take time off without pay;
- take vacation or personal time; or
- if offered, work the hours missed due to the delayed opening or an early closing during the same or the subsequent pay period as approved and scheduled by the Superintendent or his or her designee.

Absent an election by the twelve (12) month clerical employee with respect to the above-specified events (a snow day, an emergency closing of school, a delayed opening or an early closing), the time shall be without pay.

If the governor declares a state of emergency and as a result of such declaration the State of Connecticut closes its' roads and highways, twelve (12) month clerical employees are expected to work remotely. If a twelve (12) month clerical employee is unable to work remotely, or he/she is excused by the Superintendent, in writing, from working remotely, he/she may choose to take the day without pay or take a vacation day or personal day.

Twelve (12) month clerical employees who call in sick may, at the Superintendent's discretion, be required to furnish a note from his/her treating physician for the illness that caused the absence opening to the fact that illness precluded the employee from working.

Other Personnel:

Instructional Assistants, ten (10) month Technology Facilitators, ten (10) month clerical employees and Tutors shall receive no pay, unless eligible for paid leave as provided above. On days when there is a delayed opening or an early closing, Instructional Assistants, ten (10) month Technology Facilitators, ten (10) month clerical employees and Tutors who report to work will be provided with an opportunity to work the hours missed due to the delayed opening or an early closing during the same or the subsequent pay period as scheduled by the Superintendent or his or her designee.

B. When a maintenance or custodial employee is called in to work for snow removal during a snow storm either during non-work time or when school is closed, the Superintendent or his or her designee will make a reasonable effort not to require the employee(s) to travel during the peak hours of the snow storm.

ARTICLE XIII **MATERNITY LEAVE**

An eligible employee shall be entitled to maternity leave in accordance with the applicable provisions of the federal Family and Medical Leave Act.

ARTICLE XIV **CHILDREARING LEAVE**

SECTION 1. An employee may apply for an extended leave, without pay or benefits (except as set forth below), for purposes of childrearing leave for the birth or adoption of a child, for a period not to exceed one (1) year. An employee seeking such leave must submit a request, in writing, to the Superintendent for childrearing leave at least one (1) month in advance of the requested leave in order to ensure adequate coverage. Any leave approved by the Superintendent must begin within six (6) months of the birth or adoption of the child.

Employees on childrearing leave may continue their insurance coverage in effect entirely at their own expense by making monthly payments to the Board. If the employee returns to work from childrearing leave either during or upon exhausting his/her leave under the FMLA, he/she shall be provided with a position in accordance with the provisions of the FMLA. If the employee returns to work from childrearing leave after he/she no longer has a right to a position under the FMLA, the employee will be given any vacant position for which he/she applies and is certified and qualified; if no such position is vacant upon his/her return to work, the employee shall be placed on layoff status.

Childrearing leave shall run concurrently with an employee's FMLA entitlement. Accordingly,

during up to the first twelve (12) weeks of childrearing leave, any paid leave the employee has available shall be applied so that the employee will continue to receive remuneration. Employees must return to work immediately upon the expiration of the leave or they will be considered by the Board and the Union to have voluntarily quit.

ARTICLE XV

LEAVE OF ABSENCE WITHOUT PAY

SECTION 1. An employee who has served one (1) or more years in the Regional School District Eighteen school system may be granted or denied a request for an extended leave of absence without pay and without benefits upon submission of a written request for such leave to the Superintendent, provided that, if granted, the employee may continue his/her insurance coverage, if applicable, in effect entirely at his/her own expense during the leave by making full monthly payments to the Board.

An "extended leave of absence" shall be defined as a period of a minimum of one (1) month.

Such leaves must be applied for at least one (1) month in advance and will be approved or denied by the Superintendent at his/her discretion. In the event that such request is denied, it shall not be subject to the grievance and arbitration procedure set forth herein under Article XXIX.

If the leave is granted and the purpose of the leave is a qualifying event, as defined in the FMLA, it shall be designated as leave under the FMLA and run concurrently with FMLA leave for up to a twelve (12) week period.

SECTION 2. An employee on an approved extended leave of absence that ends with the conclusion of the school or fiscal year (June 30th) must notify the Superintendent of Schools by March 1st of his/her intention to return to a non-certified position at the beginning of the next school or fiscal year.

If the approved leave ends midway through the school year, at the end of the first semester, an employee must give such notification to the Superintendent by September 1st of his/her intention to return at the start of the second semester. All employees must return to work on the expiration of a leave of absence, or they shall be deemed by both Employer and Union to have voluntarily terminated their employment.

ARTICLE XVI

JURY SERVICE LEAVE

An employee who reports for jury duty shall be paid his/her regular pay less jury duty pay for up to ten (10) work days of such duty, in the event that he/she is selected to serve jury duty. Accordingly, this payment shall apply only for those days when the employee is either initially called and reports for jury duty or actually serves as a juror, as supported by court documentation.

The employee will inform the Superintendent of Schools in writing within one (1) day of

being notified of the jury duty and shall report to work immediately upon being released from jury duty.

ARTICLE XVII **MILITARY LEAVE**

SECTION 1. Military leave will be granted only to employees who have worked under this contract for one (1) or more days.

SECTION 2. RESERVE MILITARY TRAINING

Reservists who are ordered to active duty for training or active service purposes will receive the difference between their regular salary and the amount received for reserve training when they miss scheduled work during periods of compulsory military training, not to exceed pay for one month each year. Military orders to duty and pay records must be furnished to the Employer so appropriate payment may be made.

SECTION 3. Any employee entering compulsory military service shall be eligible for reinstatement to work with the Board as provided by applicable law.

ARTICLE XVIII **CREDIT ON SALARY SCHEDULE**

If the employee's salary scale/schedule has annual steps, a newly hired employee or a regular employee who has missed work on an approved leave of absence shall receive a full year credit for purposes of advancement on the salary schedule, provided the employee has actually worked for one day more than one-half of the days during the employee's scheduled work year; otherwise no step advancement will occur.

If the employee's salary scale/schedule has annual steps, an employee whose performance is less than satisfactory may be denied step advancement by the Superintendent.

Withholding of step advancement may be challenged through the grievance procedure of this Agreement.

ARTICLE XIX **POSTINGS AND OPPORTUNITIES**

SECTION 1. The President of the Federation shall, upon written request filed with the Superintendent, be notified by the appropriate administrator regarding changes in the assignments for employees for the following school year. If conditions arise where changes are to be made during the summer, the President of the Federation shall, upon written request to the Superintendent, be notified as soon as possible.

SECTION 2. It is recognized that, during the course of a school year, opportunities in the form of

transfers, vacant positions that the Board decides to fill and the filling of newly created positions may arise for members of the bargaining unit.

Positions that the Board decides to fill shall be posted electronically.

Open positions may also be advertised outside of the bargaining unit. Posted/advertised open positions shall set forth the job title and/or requirements, other applicable information, and the procedure for application. The Superintendent shall determine the qualifications of all candidates, which shall include evaluations and/or recommendations, education, training, previous related experience, attendance and interview (if conducted) and/or meeting the qualifications for the position, as posted, of all applicants.

SECTION 3. If applicants are equally qualified as determined by the Superintendent, in his discretion, preference shall be given in the first instance to members of the bargaining unit over applicants who are not members of the bargaining unit, and as between applicants who are members of the bargaining unit, preference among equally qualified applicants shall be given by seniority; however, the Board and the Union recognize and agree that situations may arise where the needs of the District and/or the students dictate that the more senior employee should remain in his/her position, in which case the position will be awarded to a less senior qualified candidate or to an outside qualified candidate if there are no equally qualified internal candidates.

SECTION 4. If the applicants are not equally qualified, the position shall be given to the person found by the Superintendent to be most qualified.

SECTION 5. All postings required under this Article shall be made within a reasonable time after such openings are known and that the Board determines are to be filled.

SECTION 6. Employees shall have five (5) working days to apply for openings except where a longer period is stated on the posting or where, by mutual agreement of the parties, it is necessary to post for less than the prescribed period of time. All applications shall be in writing.

SECTION 7. The Union President shall receive notice, via email, of any and all postings.

The Union President shall be notified, via email, of the name(s) of any person(s) selected for the posted position(s) within two (2) calendar weeks of the selection, unless the parties agree to extend the period of time for such notice.

ARTICLE XX **DUES DEDUCTION**

SECTION 1.

All employees employed by the Regional School District No. 18 Board of Education who are members of the bargaining unit covered by this Agreement may join the Union and pay union dues.

SECTION 2.

The Board agrees to deduct from the wages of each member who elects to join the Union an amount equal to the Union membership dues by means of payroll deductions. The amount of the membership dues deduction from each paycheck shall be equal to the total Union membership dues divided by the number of annual paychecks. The amount of Union membership dues shall be certified by the Union to the Board of Education annually and also whenever there is a change in dues during the year.

SECTION 3.

A bargaining unit employee whose employment with the Board in a bargaining unit position covered by this Agreement commences after the start of the school year who elects to join the Union shall pay dues prospectively only.

Dues deductions shall commence in the first payroll period after the employee completes his/her initial thirty (30) calendar days of employment.

SECTION 4.

The Board of Education agrees to forward to the Union each month a check for the amount of dues money deducted during that month. The Board may include with such check a list of employees for whom such deductions were made.

SECTION 5.

No later than the first paycheck in October of each school year, the Board of Education shall provide the Union with a list of all employees of the Board of Education and the positions held by said employees. The Board shall notify the Union monthly of any changes in said list. If such monthly list is not received within two (2) weeks of their due date, the Union must request them in writing.

SECTION 6.

The Union agrees to indemnify and to save the Board of Education harmless against any and all claims, demands, costs (including attorney's fees), suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board of Education for the purpose of complying with this article.

ARTICLE XXI **HOURS OF WORK**

SECTION 1. EMPLOYEE CLASSIFICATION

Full-time employees, also referred to as **Regular or Regular full-time employees** are those who regularly work forty (40) hours per week AND who also work forty-eight (48) to fifty-two (52)

weeks per year.

Part-time employees also referred to as **Regular part-time employees** are those who regularly work less than 40 hours per week OR who work forty (40) hours per week but for less than forty-eight (48) weeks per year.

Temporary employees are those employees who work on a fill-in or short term, temporary basis for a specified period of time, whether full or part-time. Temporary employees are not members of the bargaining unit.

SECTION 2. INSTRUCTIONAL ASSISTANTS

If a student requires extended supervision during the school day, such supervision will be determined on an as needed basis through the PPT process or otherwise by the Employer. Additional instructional assistance hours beyond an employee's original assignment must be approved by the Director of Special Services in writing, whether overtime costs are incurred or not. In general, the work year and work days for an Instructional Assistant will be the same as the student calendar and school days; however, they may be required to attend Professional Development days, with pay, upon adequate prior notice.

SECTION 3. OVERTIME

Overtime work requirements may, from time to time, be required of an employee based upon the needs of the Board as determined by the Administration in its discretion. To the extent feasible and based upon the needs of the Board, reasonable efforts will be made to see that overtime work should be distributed equitably among qualified employees. All overtime work shall be approved in advance by the Superintendent or his/her designee.

Except as set forth under (a) below regarding Overtime Caused by Inclement Weather, an Emergency Call-Back or Call-In under (b) below and Work Performed on a Paid Holiday under (c) below, time and one-half (1½) shall be paid to eligible employees for authorized time worked in excess of forty (40) hours in a one (1) week period. Employees who work less than forty (40) hours per week shall be paid at their regular hourly rate for time worked in excess of their regular schedule up to a maximum of forty (40) hours per week, after which they will receive time and one-half (1½) for hours worked in excess of forty (40) per week.

For purposes of computing overtime, approved absences on bereavement leaves, holidays, sick days, personal days, and vacation days shall be counted as hours worked.

- (a) **Overtime Caused by Inclement Weather** When a full-time employee is required to report to work on a regularly scheduled work day before the start time of his/her scheduled shift for that day in order to prepare for or perform work caused by inclement weather, the employee will be paid double time in lieu of time and one-half (1½) for all hours worked prior to the commencement of his/her scheduled shift.

When a full-time employee is required to remain at work on a regularly scheduled work day beyond the end time of his/her scheduled shift for that day in order to prepare for or perform work caused by inclement weather, the employee will be paid double time in lieu of time and one-half (1½) for all hours worked after the end time of his/her scheduled shift.

- (b) **Emergency Call-Back or Call-In** When a full-time employee is off duty and is called-back to work after the completion of his/her shift or called-in to work prior to the commencement of his/her shift for reasons other than overtime caused by inclement weather, as set forth under (a) above, he/she shall be paid a minimum of three (3) hours of pay at the employee's time and one-half (1½) overtime rate if such hours are not contiguous to his/her scheduled shift for that day. If the work is contiguous to his/her scheduled shift, he/she shall be paid based on the hours worked for the specific workweek.

Emergency call back and call-in pay shall not apply to preparation for or the performance of work caused by inclement weather, as set forth under (a) above, or to overtime assignments.

- (c) **Work Performed on a Paid Holiday** For work performed on a paid holiday when school is not in session, employees shall receive holiday pay plus double time the employee's regular hourly rate of pay for all hours worked on that day with a minimum of three (3) hours regardless of the reason why the employee was required to work.

All employees are required to work their scheduled hours and shall be at their work station at the start of the shift and shall remain there until the end of the shift. The times of starting and ending work during working times shall be established by the Board, provided, if the Board changes an employee's start time to earlier than his/her originally scheduled shift with less than fourteen (14) hours' notice prior to the commencement of the originally scheduled shift, the employee will be paid double time for the hours worked between the earlier start time for the shift and the originally scheduled start time for the shift.

If the Board changes an employee's start time to later than his/her originally scheduled shift, the employee will be paid at their regular hourly rate of pay, unless the time worked qualifies for overtime at time and one-half (1½) the employee's regular hourly rate of pay.

Overtime assignments shall not be considered a change in the start or end time of a scheduled shift. The Board may extend or shorten the work day for employees, but the Board agrees, upon receipt of written request from the Federation, to negotiate over any substantial impact resulting from a substantial change in the lengthening or shortening of the workday for a substantial number of employees.

SECTION 4. As per the current practice, all employees will be provided a duty free paid lunch each day worked per week as established and scheduled by the Employer.

ARTICLE XXII

JOB DESCRIPTIONS

The administration shall develop written job descriptions for all positions. The job descriptions shall be kept on file in the Board office and made available to each employee upon being hired. When new positions are created or when position requirements change, the compensation for such positions shall be established by the Superintendent or his designee after discussion with the Federation President, and negotiations concerning initial compensation shall take place, if negotiations are requested in writing by the Federation within two weeks of the aforesaid discussion.

ARTICLE XXIII

ANNOUNCEMENT OF SCHOOL CALENDAR

The Board agrees to disclose to the Federation the proposed annual school calendar prior to the time that official action to approve the calendar is taken. The entire purpose of this advance notice is one of communication, and the decision of the Board regarding the school calendar as such is final and not subject to grievance or negotiation.

ARTICLE XXIV

VACATIONS AND HOLIDAYS

SECTION 1. The following holidays shall be paid holidays to full-time twelve (12) month employees:

- A.
 - 1. New Year's Day
 - 2. Dr. Martin Luther King, Jr.'s Birthday (observed)
 - 3. President's Day
 - 4. Floating holiday
 - 5. Good Friday
 - 6. Memorial Day (observed)
 - 7. Independence Day (observed)
 - 8. Labor Day
 - 9. Columbus Day
 - 10. Thanksgiving Day
 - 11. Day after Thanksgiving Day
 - 12. Christmas Eve
 - 13. Christmas Day
 - 14. Veteran's Day/Floating Holiday

The use of floating holidays shall be by mutual agreement between the employee and his/her immediate supervisor.

- B. Any other holiday so declared by vote of the Board of Education. In the event that any of the above holidays is celebrated on a day that school is in session, employees shall work

that day and receive her/his straight hourly rate of pay and an alternate holiday shall be established by the Superintendent after receiving input from the President of the Federation.

- C. In order to receive holiday pay, an employee must work the last full scheduled work day before and the next full scheduled work day after the holiday. Excuses may be granted by the Superintendent at his sole discretion based only upon written applications by the employee(s).

SECTION 2. The following holidays shall be paid holidays to part-time employees in accordance with established practice:

1. Thanksgiving Day
2. The Day after Thanksgiving
3. Christmas Day
4. New Year's Day
5. Memorial Day

Effective July 1, 2022, Dr. Martin Luther King, Jr.'s Birthday (observed) shall be a paid holiday for part-time employees.

After one (1) year of employment, full-time non-certified bargaining unit personnel shall be entitled to receive ten (10) days paid vacation; after five (5) years of continuous service in the school district: fifteen (15) days of paid vacation; after ten (10) years of continuous service: twenty (20) days of paid vacation. The fiscal year date of employment shall be used to calculate an employee's length of service. Vacation days credited to the employee during his/her last year of employment shall be prorated for purposes of any pay out of vacation days.

SECTION 3. TAKING VACATIONS

Except as set forth under Article XII, Section 3, all vacations of five (5) or more consecutive days must be requested in writing at least four (4) weeks prior to the start of the requested vacation.

All vacation requests of one (1) day or two (2) consecutive days, must be requested in writing at least forty-eight (48) hours prior to the start of the requested vacation.

All vacation requests of three (3) or four (4) consecutive days, must be requested in writing at least two (2) weeks prior to the start of the requested vacation.

The Superintendent or his/her designee, in his/her discretion, may authorize a shorter period of time to submit the request than any of the periods set forth above for good cause shown by the employee, as determined by the Superintendent or his/her designee.

All vacations requests must be approved by the Superintendent or his/her designee prior to the commencement of the vacation. Accordingly, the Superintendent or his/her designee will

advise the employee if the vacation request is approved or denied as soon as practicable in order to provide the employee with a timely response. The Superintendent or his/her designee reserves the right to deny any vacation based upon the operational needs of the Board.

Employees eligible for vacation must take their vacation each year and, if not, they shall be paid for their unused vacation at the end of the fiscal year, unless the employee has requested and received the approval of the Superintendent, in her/his discretion, to carry over up to five (5) days of vacation on an annual basis into the next fiscal year. Written request by the employee and a written response by the Superintendent is required in order to carry over any vacation days.

SECTION 4. NEW HIRES

Eligible employees hired after July 1st of any fiscal year shall be entitled to vacation prorated at .83 days per month for each full month of work, provided that no vacation shall be taken during the first six (6) months of employment. A full month of work is defined as commencing prior to the fifteenth (15th) day of the month.

The vacation is to be taken by June 30th of the fiscal year in which the employee was hired, however, employees shall not be eligible to use vacation days during the time periods set forth under Article XXIV, Section 10 herein. Such employees shall be entitled to ten (10) vacation days as of July 1st of the next fiscal year. For example, an employee hired on October 2nd would receive seven and one-half (7.5) days of vacation in the year of hire (nine (9) months at .83 days per month). An employee hired on October 19th would receive six and six-tenths (6.6) days of vacation in the year of hire (eight (8) months at .83 days per month).

SECTION 5. After one (1) year's employment, part-time employees who work year-round, but not less than twenty (20) hours a week on a regular basis, are entitled to a maximum of two (2) weeks paid vacation, based upon a pro-ration of normal hours worked in a day.

SECTION 6. School year employees who transfer to a full-time year-round position shall be granted credit for their regular years of employment. School Year Service x 10/12 - service for determining allowable vacations (fractional equivalents shall be the higher number.)

SECTION 7. Through mutual written agreement between an eligible employee and the Superintendent, in the event that the employee works in lieu of a scheduled vacation, the employee shall receive vacation pay in addition to regular pay for the time worked.

SECTION 8. When an employee eligible for vacation is not full-time, vacations shall not be taken when school is in session unless they have written approval in advance from the Superintendent or his designee.

SECTION 9. Secretaries, custodians, and maintenance employees may not take vacation days during the following periods of time: the last week of school, the week after school closes, the week before school opens and the first week of school, unless the employee has written approval from the Superintendent.

SECTION 10. Employees may not take sick leave on the work day immediately before or after a scheduled vacation period unless they submit a written statement from his/her physician treating the employee for the illness that caused the absence attesting to the employee's illness, if requested by the Superintendent in his sole discretion.

SECTION 11. A copy of the collective bargaining agreement between the Board and the Union shall be posted on the Board's website.

ARTICLE XXV **MISCELLANEOUS**

SECTION 1. The Union will have a right to schedule Federation meetings in available Board meeting places during hours employees are not regularly working, after filing for in writing and receiving permission from the Superintendent's office. Employees on duty may not leave work to attend Federation meetings, unless approved, in advance, by the Superintendent or his/her designee.

SECTION 2. Employees who with prior authorization of the Superintendent use their personal vehicle during the course of their duties and experience an accident, shall have the cost of their deductible paid in full by the Board of Education provided that they are not at fault in the accident, not to exceed five hundred dollars (\$500.00) per incident.

If alcohol or drug usage by the operator of the employee's vehicle is found to have been involved in the incident, the Board's financial obligation regarding reimbursement under this article shall be null and void regardless of fault. Payment by the Board shall not be interpreted, claimed, or construed as an admission of fault, responsibility or liability on the part of the Board.

SECTION 3. The Board has the responsibility of seeing that accurate employee time records are created and maintained as provided by law and, in its discretion, may do this through time sheets, electronic or mechanical time recording devices or by other suitable means or methods.

SECTION 4. In any instance where the provisions of this agreement vest "discretion" in the Employer, Board or Superintendent or their designees as to any actions, inactions, or decisions, it is understood and agreed that the exercise of such discretion shall be confined wholly to the specific facts of the situation then presented, and that the exercise of discretion shall not establish or be claimed by either party as a precedent, guide or practice in any other case or cases, whether similar or dissimilar.

SECTION 5. All bargaining unit employees (current and new hires) shall be paid via direct deposit and receive a voucher for the direct deposit via email. Accordingly, all remuneration owed to employees shall be paid via direct deposit. Bargaining unit employees shall complete necessary documentation in order for the Board to implement direct deposit.

ARTICLE XXVI

SPECIALIST RATE

Employees who demonstrate and prove through:

- (a) a certificate or degree that the Superintendent determines meets the “specialized skills” criteria established by the Board; or
- (b) training in specialized skill(s) such as Braille, proficiency in sign language or other skills as determined by the Superintendent in his/her sole discretion to be of particular value to the School District, may receive an additional wage payment of up to one dollar (\$1.00) per hour while performing such specialized skill(s).

The rate of pay for specialized skills shall be in effect only for the contract year in which it is established and, if it is to be continued, must be authorized by the Superintendent for any future year(s). The Superintendent’s determinations concerning eligibility for and/or the amount of the specialized skills rate shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XXVII

SENIORITY, PROBATIONARY PERIOD, LAYOFF AND RECALL

SECTION 1. DEFINITIONS

- a. As used herein, the term “*days*” shall mean calendar days, except as noted otherwise.
- b. As used herein, the term “*employee*” shall apply to any employee of the Board who is a member of the bargaining unit who holds a position covered by this agreement, temporary employees being excluded.
- c. As used in this Agreement, the term “*seniority*” shall refer to the employee’s length of continuous unbroken service as an employee of the Regional School District Eighteen Board of Education in a bargaining unit position covered by this Agreement.

SECTION 2. PROBATIONARY PERIOD OF EMPLOYMENT

- a. All newly hired employees must satisfactorily complete an initial probationary period of employment of ninety (90) working days, starting with the first day of work. Working days shall be defined as days the employee actually attends work. During the probationary period an employee may be discharged for any reason deemed appropriate by the Employer without challenge or protest by the Union or the employee, and the grievance and arbitration procedure of this Agreement shall not be available nor apply to any challenge to probationary terminations.

- b. During the probationary period of employment, an employee shall have no seniority or seniority-based rights. However, upon the satisfactory completion of the probationary period, the employee's seniority date shall be effective retroactive to the first day of work.

PROCEDURE

1. In cases where the Board has eliminated or reduced a position, decided not to fill a vacant position or taken any other action that results in a layoff, prior to laying employee(s) off, the Board will give due consideration to its ability to affect position elimination and/or reduction in staff by reviewing any written requests that have been made by employees during the then current fiscal year for:

- a. voluntary retirements;
- b. voluntary resignations;
- c. voluntary transfer of existing staff members;
- d. voluntary leaves of absence.

The Board may, in its discretion, transfer or grant a leave to employees that might avoid a layoff, but shall not be required to transfer or grant leaves to employees in cases of reduction in force.

All decisions as to the qualifications of employees shall be made by the Superintendent of Schools.

SECTION 3. In the event the Board determines that it becomes necessary to reduce the work force, the Board shall first establish the position(s) to be eliminated. Thereafter, the following procedure shall be utilized in selecting the employee to be laid off:

- a. Temporary employees first, then Probationary employees second, shall be terminated on a system wide basis before more senior employees are laid off, provided that the more senior employees are fully qualified as determined by the Superintendent to replace the probationary employee. Temporary or probationary employees who are terminated due to being laid off shall not have recall rights under this Agreement. Thereafter, fully qualified part-time members of the bargaining unit facing layoff shall be permitted to displace ("bump") full-time members and move into full-time positions based upon seniority in order to avoid layoff and, likewise, fully qualified full-time employees may displace ("bump") part-time employees and move into part-time positions in order to avoid layoff, also based on seniority. In order to avoid layoffs, fully qualified full-time employees must accept part-time positions and fully qualified part-time employees must accept full-time positions. As stated above, no employee may displace another employee unless she/he is fully qualified to perform the work of the other employee as set forth in "c" below.
- b. Employees faced with layoff may thus displace ("bump") less senior employees in

either full or part-time positions, provided that they are fully qualified to perform the work of the position into which they are bumping. The employee(s) ultimately laid off shall be placed on the recall list.

- c. Qualifications shall be determined by the Superintendent in his/her discretion by reference to previous work experience, training, certification, education, prior performance, attendance record, and interview (if conducted). Interviews are not required but may be conducted by the Employer in its discretion. In order to be deemed minimally qualified to be considered for a position, an employee must have completed one (1) full year of non-certified employment in the job (position) to which the employee wishes to be assigned or bump into in order to avoid layoff, within the five (5) years immediately preceding the proposed layoff. Exceptions to this prior work requirement may be made by the Superintendent in certain instances in his sole and absolute discretion, and no precedent or practice shall be established or claimed due to his actions in such instances.

RECALL PROCEDURE

SECTION 1. If an employee is laid off, the name of that employee shall be placed on a re-appointment (recall) list and remain on such list for a period of eighteen (18) months, beginning with the effective date of the layoff. If a bargaining unit position becomes open during such eighteen (18) month period beginning with the effective date of the layoff, and the employee on the recall list has been identified by the Superintendent as the person on the recall list who is the most senior employee on the recall list who is fully qualified to hold the open position, the employee will be notified of the offer of recall in writing by registered mail, sent to his/her last known address, prior to the anticipated date of re-employment. In determining whether an employee is fully qualified for re-appointment, the following criteria shall be considered, not in any order of priority, provided that full-time employees shall be required to claim part-time positions if no full-time positions for which they are qualified are available:

1. Seniority in the Regional School District Eighteen school system as defined in this Agreement;
2. Full qualification and ability to perform the work requirements of the open position, as determined by the Superintendent based on the same factors for determining full qualifications as set forth in sec. 3.c of this Article.

SECTION 2. The employee selected for and sent an offer of reappointment shall accept or reject the available job opening in writing within five (5) days from the mailing of the offer. If the employee rejects the appointment offer, or does not respond according to this procedure within five (5) days, the name of the employee will be removed from the recall list.

ARTICLE XXVIII

GRIEVANCE

SECTION 1. A grievance is hereby defined as a complaint by an employee, or the Federation, that there has been a violation, or a misinterpretation, of a specified provision of this Agreement. All grievances, in order to be valid, must be filed in writing within 10 working days of the occurrence giving rise to the grievance and must contain a plain statement of the action grieved, of the specific contract provision(s) claimed to have been violated, of the identity of the claimed violator(s) and a plain statement of the remedy requested. Terminations of probationary employees shall not be the subject of a grievance under this Agreement.

SECTION 2. For purposes of this Article, "working days" shall be defined as days when the Board of Education's office is open.

A "grievant" shall mean either an individual employee, group of employees or the Federation, and the grievance shall be settled in the manner set forth below:

SECTION 3. PROCEDURE

1. **Step 1.** The grievant and/or the Federation President or his/her designee, shall, during the first five (5) working days following the occurrence giving rise to the grievance, first discuss the problem with the Principal or other immediate supervisor in an effort to resolve the grievance.

If the matter is not satisfactorily adjusted within said five (5) working days, the grievant and/or the Federation President, or his designee, shall submit the grievance in writing within ten (10) working days of the occurrence giving rise to the grievance to such immediate supervisor. The supervisor shall respond to the grievance in writing within five (5) working days of its submission to him/her by either denying or granting the grievance.

If a satisfactory adjustment is not thus effected with the immediate supervisor at Step 1, or if no response has been issued by the Supervisor within five (5) working days, the grievant shall submit the written grievance to the Superintendent of Schools at Step 2 within five (5) working days of the date of the supervisor's Step 1 decision, or if no decision is issued at Step 1, within ten (10) working days of the submission of the written grievance to the supervisor at Step 1. Any agreement reached to settle the grievance at Step 1 shall be reduced to writing and signed by the parties.

2. **Step 2.** Within ten (10) working days after the submission of the grievance to the Superintendent, the Federation President or his/her designee shall meet with the Superintendent or his/her designee in an effort to resolve the grievance. The Superintendent, or his/her designee, shall respond to the Federation President or his designee within ten (10) working days after the parties' Step 2 meeting. Any agreement settling said grievance shall be reduced to writing and signed by the parties.

3. **Step 3.** In the event that the grievant is not satisfied with the disposition of his grievance at Step 2, or in the event that no decision has been rendered within ten (10) working days after the parties met with the Superintendent or his designee, the grievance shall be submitted to the Board of Education by filing an appeal to Step 3 in writing with the Board Chair and the Superintendent. Within fifteen (15) working days of receipt of the Step 3 grievance, the Board, or a committee of the Board, shall meet with the parties in an effort to review and attempt to resolve the grievance. The Board, or Board committee, shall review the grievance and render its decision within ten (10) working days after the Step 3 meeting.
4. **Step 4.** In the event that the grievance is not resolved satisfactorily at Step 3, or in the event no decision has been rendered within fifteen (15) working days after the grievance was first heard by the Board or Board committee, only the Federation, as opposed to the individual bargaining unit members, shall have the right to appeal the grievance to arbitration under this Article. In order to be valid, any appeal to arbitration under this Article must be filed in writing with the American Arbitration Association (AAA), within fifteen (15) working days after receipt of the Board of Education's response at Step 3 of this procedure, with a copy of the arbitration demand given to the Superintendent of Schools.

SECTION 4. The AAA shall hear the grievance under its rules and regulations, and the decision of the arbitrator shall be final and binding upon the parties as provided by law. The arbitrator shall hear and decide only one (1) grievance in a case; he/she shall be limited to interpreting the provisions of this Agreement; and he/she shall have no authority to add to amend, modify or disregard any of its provisions.

SECTION 5. The arbitrator's fee and any expenses incurred by the arbitrator or the AAA shall be shared equally by the Board and the Federation.

GENERAL PROVISIONS

1. Failure at any step of this procedure to meet or to issue a decision within the specified time limits shall be deemed to be a denial of the grievance and shall permit the aggrieved or the Federation to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved and the Federation of the decision rendered, and such decision shall be binding upon the parties. The time limits specified at any step of the procedure may be extended in any particular instance by written agreement between the parties, except for the initial filing of the grievance.
2. Meetings held under this procedure shall be conducted at a mutually agreed time and place, which will afford necessary persons involved in the grievance to be present. When such meetings are held during the grievant's working hours, the grievant shall be excused without any loss of pay for the time he/she is in attendance at the meeting, provided that the grievant is scheduled to work. Not more than two members of the Union grievance committee shall receive pay for time spent attending grievance hearings at the Board Level (Step 3) and in attendance at AAA arbitration hearings, provided they are scheduled to be at work at such

times. Other persons who are necessary witnesses in the grievance and who are working may also be excused at the sole discretion of the Superintendent.

3. The Federation representative shall be permitted, when otherwise free from his/her duty assignment, to investigate and process said grievance, but in so doing shall not interfere with other employees who are not on their non-working time.
4. No reprisals of any kind shall be taken by the Board, the Union, any administrator or employee against anyone by reason of participation or decision not to participate in the grievance procedure or for supporting of any participant thereto.
5. If in the judgment of the Federation President, or her/his designee, a grievance affects a group or class of employee, the Federation President, or his designee, may submit such grievance in writing directly to the Superintendent of Schools and the processing of such grievance shall be commenced directly with the Superintendent at Step 2. The same filing timelines shall apply as if the grievance was filed at Step 1.
6. All documents, communications and records used with the processing of a grievance should be filed separately from the personnel files of the participants.
7. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared by the Board and the Federation and given appropriate distribution by the Federation so as to facilitate operation of the grievance procedure.
8. Nothing in this Agreement will violate the statutory right of an employee to present a grievance to the Employer without assistance as provided in the Municipal Employees Relations Act.

ARTICLE XXIX

EMPLOYEE DISCIPLINARY ACTION

SECTION 1. A non-probationary employee shall not be disciplined, be given a written reprimand, demoted, reduced in compensation, denied an increment or suspended without reasonable and just cause.

Discipline will be imposed by the Superintendent or her/his designee or, in appropriate cases, by the Board of Education. If an employee is formally disciplined, he/she shall be provided with a copy of the formal discipline, in writing, at the time it is issued.

If any employee is questioned about a matter that may result in disciplinary action being taken, he/she shall have the right, upon request, to Union representation before questioning begins.

Nothing herein shall preclude the Board or the Superintendent from temporarily suspending an employee with pay and without prejudice on an interim basis when the employee is accused of wrongdoing, although such action shall not be required before the imposition of disciplinary

action. Employees may be also suspended on an interim basis without pay after a preliminary hearing before the Superintendent has been held for the purpose of determining whether reasonable cause exists to believe that the employee has committed the conduct alleged. The employee may choose to not attend or otherwise waive his/her right to attend the preliminary hearing.

SECTION 2. Any employee who is summoned to appear before the Board of Education by any school administrator shall be given such reasonable notice as the situation permits and shall be informed of the matter in regard to which his/her presence is required. If the employee desires, he may be accompanied by a Federation representative.

ARTICLE XXX **RETIREMENT**

A retirement plan is in effect for eligible Non-Certified employees in the School District. The plan is paid for by the School District. All references to the employee retirement plan, pensions and retirement benefits in this Agreement are illustrative only and are wholly subject to the terms and condition of the actual retirement plan. Any claims, disagreements or controversies of any nature about employee retirement benefits, the retirement plan, coverage, eligibility or any other retirement matters shall not be subject to the grievance and arbitration procedure of this Agreement and instead must be taken up and addressed with the retirement plan administrator as provided in the retirement plan. The current rate paid into the retirement fund by the District is eight percent (8%). To be eligible for the non-certified retirement plan, an employee must work a minimum of one thousand (1,000) hours per year and must satisfy any other applicable eligibility requirements. Pension benefits become effective for employees on their one-year anniversary as an eligible employee.

ARTICLE XXXI **TUITION ASSISTANCE**

SECTION 1. The District shall provide tuition reimbursement for each employee up to a maximum of two thousand dollars (\$2,000.00) per year for courses previously approved by the Superintendent that are part of an approved degree program at accredited colleges, universities or professional training schools leading to an education degree that enables one to be certified as a teacher in the State of Connecticut) or to a different degree that is job related. The approved degree program must be on file in the Business Office with Superintendent's signature of approval authorizing eligibility for program reimbursement. In order to receive reimbursement, proof of payment and grades must be submitted. Only courses with a letter grade of B or better or a number grade of eighty (80) or better are eligible for reimbursement. A request for prepayment may also be made to the Superintendent of Schools. All decisions about participation, value of courses to the District, job-related nature of courses, prepayment(s), and other employee participation issues shall be made by the Superintendent of Schools in her/his discretion, and the Superintendent's decision shall not be subject to the grievance procedure of this Agreement.

SECTION 2. It is further agreed that if any non-certified staff member, who receives tuition reimbursement pursuant to the provisions of this section, leaves the District on a voluntary basis

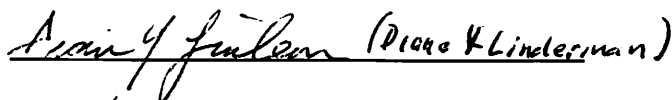
within two years of the date of the last payment for tuition reimbursement, said staff member shall be required to reimburse the District for the cost of tuition for courses completed and reimbursed under the provisions detailed above.

ARTICLE XXXII
DURATION/SIGNATURE PAGE

SECTION 1. This Agreement shall remain in full force and effect from July 1, 2021 to June 30, 2024 provided that if the Agreement is not ratified and signed by the parties prior to July 1, 2021 its provisions shall be in effect prospectively only from the date of signing, with the exception of wages and premium share contributions. Wages and premium share contributions will be retroactive to July 1, 2021 and made upon ratification.

SECTION 2. Negotiations for the execution of a contract for the year commencing July 1, 2024 shall be initiated on or about February 1, 2024 upon the written request of the Union filed with the Superintendent, and negotiations shall take place thereafter at such time and place as may be agreed upon by the parties.

In Witness whereof, the parties hereto have caused this Agreement to be executed by their authorized representative this _____ day of _____, AD _____.

 _____ 3/16/2021	 _____ 3/16/2021
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**FOR THE REGIONAL SCHOOL
DISTRICT EIGHTEEN
BOARD OF EDUCATION

(DULY AUTHORIZED)**

**FOR THE REGIONAL SCHOOL
EIGHTEEN FEDERATION OF NON-
CERTIFIED PERSONNEL, AFL-CIO-
CLC, LOCAL 6365

(DULY AUTHORIZED)**

APPENDIX A

Clerical A/Technology Facilitator Salary Schedule

Step	2021-2022	2022-2023	2023-2024
1	17.09	17.43	17.78
2	18.09	18.45	18.82
3	19.09	19.47	19.86
4	20.11	20.51	20.92
5	21.14	21.56	21.99
6	22.14	22.58	23.03
7	23.14	23.60	24.07
8	25.94	26.46	26.99

The starting wage rate for Technology Facilitators shall be no less than step 5 of the salary schedule.

Effective July 1, 2021, all eligible employees not at step 8 shall move up one (1) step from their 2020-2021 step.

Effective July 1, 2022, all eligible employees not at step 8 shall move up one (1) step from their 2021-2022 step.

Effective July 1, 2023, all eligible employees not at step 8 shall move up one (1) step from their 2022-2023 step.

Longevity

Upon an employee's completion of his/her 10th through 19th years of service in a bargaining unit position: \$250.00

Upon an employee's completion of his/her 20th through 29th years of service in a bargaining unit position: \$500.00

Upon an employee's completion of his/her 30th and subsequent years of service in a bargaining unit position: \$750.00

Such payment will be made on or about July 1st on an annual basis.

For purposes of determining completed years of service, if an employee commences work in a bargaining unit position covered by this Agreement on or before February 1st of a contract year, he/she shall receive credit for a full year of service on June 30th of such contract year.

APPENDIX B
Clerical B and Instructional Assistant Salary Schedule

Step	2021-2022	2022-2023	2023-2024
1	16.01	16.37	16.74
2	16.86	17.24	17.63
3	17.70	18.10	18.51
4	18.54	18.96	19.39
5	20.58	21.04	21.51

Employees on steps 1, 2 and 3 of the 2020-2021 salary schedule shall be placed on step 1 of the 2021-2022 salary schedule.

Employees on step 4 of the 2020-2021 salary schedule shall be placed on step 2 of the 2021-2022 salary schedule.

Employees on step 5 of the 2020-2021 salary schedule shall be placed on step 3 of the 2021-2022 salary schedule.

Employees on step 6 of the 2020-2021 salary schedule shall be placed on step 4 of the 2021-2022 salary schedule.

Employees on steps 7 and 8 of the 2020-2021 salary schedule shall be placed on step 5 of the 2021-2022 salary schedule.

Effective July 1, 2022, all eligible employees not at step 5 shall move up one (1) step from their 2021-2022 step.

Effective July 1, 2023, all eligible employees not at step 5 shall move up one (1) step from their 2022-2023 step.

Longevity

Upon an employee's completion of his/her 10th through 19th years of service in a bargaining unit position: \$250.00

Upon an employee's completion of his/her 20th through 29th years of service in a bargaining unit position: \$500.00

Upon an employee's completion of his/her 30th and subsequent years of service in a bargaining unit position: \$750.00

Such payment will be made on or about July 1st on an annual basis.

For purposes of determining completed years of service, if an employee commences work in a bargaining unit position covered by this Agreement on or before February 1st of a contract year, he/she shall receive credit for a full year of service on June 30th of such contract year.

APPENDIX C
Tutor Salary Schedule

Step	2021-2022	2022-2023	2023-2024
1	18.74	19.11	19.49
2	19.41	19.80	20.20
3	20.09	20.49	20.90
4	20.78	21.20	21.62
5	21.46	21.89	22.33
6	22.19	22.63	23.08
7	22.87	23.33	23.80
8	25.00	25.50	26.01

Effective July 1, 2021, all eligible employees not at step 8 shall move up one (1) step from their 2020-2021 step.

Effective July 1, 2022, all eligible employees not at step 8 shall move up one (1) step from their 2021-2022 step.

Effective July 1, 2023, all eligible employees not at step 8 shall move up one (1) step from their 2022-2023 step.

Longevity

Upon an employee's completion of his/her 10th through 19th years of service in a bargaining unit position: \$250.00

Upon an employee's completion of his/her 20th through 29th years of service in a bargaining unit position: \$500.00

Upon an employee's completion of his/her 30th and subsequent years of service in a bargaining unit position: \$750.00

Such payment will be made on or about July 1st on an annual basis.

For purposes of determining completed years of service, if an employee commences work in a bargaining unit position covered by this Agreement on or before February 1st of a contract year, he/she shall receive credit for a full year of service on June 30th of such contract year.

APPENDIX D
Maintenance Salary Schedule

Step	2021-2022	2022-2023	2023-2024
1	22.76	23.22	23.68
2	23.70	24.17	24.65
3	24.65	25.14	25.64
4	25.59	26.10	26.62
5	26.54	27.07	27.61
6	27.46	28.01	28.57
7	28.41	28.98	29.56
8	31.17	31.79	32.43

Effective July 1, 2021, all eligible employees not at step 8 shall move up one (1) step from their 2020-2021 step.

Effective July 1, 2022, all eligible employees not at step 8 shall move up one (1) step from their 2021-2022 step.

Effective July 1, 2023, all eligible employees not at step 8 shall move up one (1) step from their 2022-2023 step.

Longevity

Upon an employee's completion of his/her 10th through 19th years of service in a bargaining unit position: \$250.00

Upon an employee's completion of his/her 20th through 29th years of service in a bargaining unit position: \$500.00

Upon an employee's completion of his/her 30th and subsequent years of service in a bargaining unit position: \$750.00

Such payment will be made on or about July 1st on an annual basis.

For purposes of determining completed years of service, if an employee commences work in a bargaining unit position covered by this Agreement on or before February 1st of a contract year, he/she shall receive credit for a full year of service on June 30th of such contract year.

APPENDIX E
Custodial Salary Schedule

Step	2021-2022	2022-2023	2023-2024
1	15.98	16.30	16.63
2	16.64	16.97	17.31
3	17.32	17.67	18.02
4	17.98	18.34	18.71
5	18.65	19.02	19.40
6	19.30	19.69	20.08
7	19.98	20.38	20.79
8	21.88	22.32	22.77

Effective July 1, 2021, all eligible employees not at step 8 shall move up one (1) step from their 2020-2021 step.

Effective July 1, 2022, all eligible employees not at step 8 shall move up one (1) step from their 2021-2022 step.

Effective July 1, 2023, all eligible employees not at step 8 shall move up one (1) step from their 2022-2023 step.

Longevity

Upon an employee's completion of his/her 10th through 19th years of service in a bargaining unit position: \$250.00

Upon an employee's completion of his/her 20th through 29th years of service in a bargaining unit position: \$500.00

Upon an employee's completion of his/her 30th and subsequent years of service in a bargaining unit position: \$750.00

Such payment will be made on or about July 1st on an annual basis.

For purposes of determining completed years of service, if an employee commences work in a bargaining unit position covered by this Agreement on or before February 1st of a contract year, he/she shall receive credit for a full year of service on June 30th of such contract year.

APPENDIX F

FLOATER STIPEND

Bargaining unit employees assigned to floater positions for custodial and maintenance work shall be eligible for an annual stipend equal to seven hundred dollars (\$700.00) paid on a quarterly basis of one hundred seventy-five dollars (\$175.00).

In order to be eligible for the quarterly payment, the employee must be employed as a floater at the time of the payment for such quarter.

The stipend shall be paid as part of the first payroll checks in July, October, January and April.

APPENDIX G
Summary Description of Health Insurance

Your summary of benefits

Anthem Blue Cross and Blue Shield, RSD # 18 AFT Plan 4

Your Plan: Anthem HDHP Plan Year HSA \$2000/\$4000

Your Network: Century Preferred

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i>	\$2,000 person / \$4,000 family	
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$4,000 person / \$4,000 person in a family / \$6,850 family	\$4,000 person / \$4,000 person in a family / \$6,850 family
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.</i>	No charge	20% coinsurance after deductible is met
Doctor Home and Office Services Primary care visit to treat an injury or illness	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Specialist care visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Routine Prenatal Care	No Charge	20% coinsurance after deductible is met
Routine Postnatal Care	No Charge	20% coinsurance after deductible is met
Other practitioner visits: Retail health clinic On-line Medical Visit <i>Live Health Online is the preferred telehealth solutions</i> (www.livehealthonline.com) Acupuncture <i>Covered</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Other services in an office: Allergy testing Chemo/radiation therapy Dialysis/Hemodialysis Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection.</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Diagnostic Services Lab: Office Freestanding/Site-of-Service Lab Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
X-ray: Office Freestanding/Site-of-Service Radiology Center Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Advanced Diagnostic Imaging: <i>Imaging services include MRI, MRA, CAT, CTA, PET, and SPECT scans</i> Office Freestanding/Site-of-Service Radiology Center Outpatient Hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Emergency and Urgent Care Urgent Care Emergency Room Facility Services (copay waived if admitted) Emergency room doctor and other services Ambulance Transportation	0% coinsurance after deductible is met \$150 copay after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met Covered as In-Network Covered as In-Network Covered as In-Network
Outpatient Mental Health and Substance Use Disorder Doctor office visit and Online Visit Facility visit: Facility fees Doctor Services	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met 20% coinsurance after deductible is met
Outpatient Surgery Facility fees: Hospital Freestanding Surgical Center	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Doctor and other services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services): Facility fees (for example, room & board) Doctor and other services	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
Recovery & Rehabilitation Home health care <i>Coverage is unlimited.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Rehabilitation services (for example, physical/speech/occupational therapy/chiropractic): Office <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is unlimited</i> Outpatient hospital <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is unlimited.</i>	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
Cardiac rehabilitation		

Your summary of benefits

Covered Medical Benefits		Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Office		0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient hospital		0% coinsurance after deductible is met	20% coinsurance after deductible is met
Skilled nursing care (in a facility) <i>Coverage for In-Network Provider and Non-Network Provider combined is unlimited.</i>		0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospice		0% coinsurance after deductible is met	20% coinsurance after deductible is met
Durable Medical Equipment <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i>		0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prosthetic Devices <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors is 0% coinsurance after deductible when In-Network.</i>		0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Pharmacy Deductible	Combined with medical deductible	Combined with medical deductible
Pharmacy Out of Pocket	Combined with medical out of pocket maximum	Combined with medical out of pocket maximum
Prescription Drug Coverage <i>National Drug List</i> <i>This product has a 34-day supply is available at a Retail Pharmacy. A 90 day supply is available through Home Delivery. Specialty RX is limited to a 30 day supply.</i>		
Tier 1 - Typically Generic <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program). Specialty RX is limited to a 30 day supply.</i>	\$5 copay per Prescription (retail only). \$5 copay per Prescription (home delivery only).	20% coinsurance after deductible (retail and home delivery).
Tier 2 – Typically Preferred Brand <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program). Specialty RX is limited to a 30 day supply.</i>	\$25 copay per Prescription (retail only). \$50 copay per Prescription (home delivery only).	20% coinsurance after deductible (retail and home delivery).
Tier 3 - Typically Non-Preferred Brand <i>Covers up to a 34 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program). Specialty RX is limited to a 30 day supply.</i>	\$40 copay per Prescription (retail only). \$80 copay per Prescription (home delivery only).	20% coinsurance after deductible (retail and home delivery).

Your summary of benefits

Notes:

- The family deductible and out-of-pocket maximum are non-embedded; the deductible can be met individually or accumulatively.
- Your coinsurance, copays and deductible count toward your out of pocket amount.
- For additional information on this plan, please visit sbc.anthem.com to obtain a "Summary of Benefit Coverage".
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.

Language Access Services:

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (844) 682-6553.

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على 682-6553 (844).

Armenian (հայերեն): Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (844) 682-6553:

Chinese(中文): 如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電 (844) 682-6553。

Farsi (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره 682-6553 (844) تماس بگیرید.

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