

AGREEMENT

between

WEST HARTFORD BOARD OF EDUCATION

and

LOCAL 1303-39 OF COUNCIL #4

AFSCME

AFL-CIO

CUSTODIAL UNION

July 1, 2022

to

June 30, 2027

TABLE OF CONTENTS

	Page
ARTICLE I	Recognition 1
ARTICLE II	Union Security 1
ARTICLE III	Seniority 3
ARTICLE IV	Hours of Work, Overtime and Holiday Premium Pay 5
ARTICLE V	Holidays 6
ARTICLE VI	Vacations 7
ARTICLE VII	Leave Provision 9
ARTICLE VIII	Grievance Procedures 12
ARTICLE IX	Disciplinary Procedure 14
ARTICLE X	Wages 15
ARTICLE XI	Safety and Health 17
ARTICLE XII	Insurance and Pensions 18
ARTICLE XIII	Responsibilities of Board of Education 25
ARTICLE XIV	Miscellaneous 26
ARTICLE XV	Duration 26
ARTICLE XVI	Part-Time Employees 27
	Signature Page 32
APPENDIX A	Wage Schedule 33
APPENDIX B	Insurance Plans 35
APPENDIX C	Custodial Longevity Program 41
APPENDIX D	Union Deduction Authorization Form 42
APPENDIX E	Agreement—Contracting/Subcontracting, Number 43 of Bargaining Unit Positions, Negotiable Issues

AGREEMENT

between

WEST HARTFORD BOARD OF EDUCATION

and

LOCAL 1303-39 OF COUNCIL #4

AFSCME

AFL-CIO

(Custodial Union)

2022-2027

This Agreement entered into by and between the West Hartford Board of Education hereinafter referred to as the “Board” and Local 1303 of Council #4 of the American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as the “Union”.

ARTICLE I

RECOGNITION

- 1.0 The Board of Education recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment, and other conditions of employment for all of the custodial employees in the West Hartford Schools as certified by the Connecticut State Labor Relations Board.

ARTICLE II

UNION SECURITY

2.0

- a. Upon receipt of a signed authorization form from the employee provided by the Union (a copy of which is attached to this Agreement as Appendix D), the Board shall deduct from the employee's pay such initiation fees and/or dues as the Union shall determine.

- b. The Union shall certify in writing to the Board the annual rate of membership dues and the annual rate of the service fee within ten (10) days following any change in said annual rates.
- 2.1 A listing of the names of employees from whose wages dues have been deducted will be sent to the Financial Office of the Union no-later-than the last day of each month. In addition, every 120 days the Employer will submit information on employees represented by the bargaining unit in the format of an excel spreadsheet to the Union via a secure upload site to be provided by the Union. The spreadsheet will contain the following information for all employees represented by the bargaining unit: Last name, First Name, Middle Initial, Hire Date, rate of pay, total hours worked in the reporting period, dues paid, employment status, job hours, Employee ID, job title, shift, worksite, home address, home phone, cell phone, work email, and home email.
- 2.2 The dues deduction for each month will be made during the first payroll period of each month and will be remitted to the Financial Officer of the Union not later than the last day of each month.
- 2.3 The Union shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorneys' fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this Article.
- 2.4. The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement.
- 2.5 The Union agrees that it will not call or authorize any strike, slowdown, or stoppage of work against the West Hartford Board of Education during the period of this Agreement or any extension thereof.
- 2.6 The Board of Education agrees to deduct from the wages of any employee who is a member of the Union a voluntary PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union along with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- 2.7 The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing them to the Union. The orientation will be held within five (5) days of the employee's hire date and shall be during working hours at a time agreed to by the employee's immediate supervisor. The

employees shall be released from work for one hour without loss of pay to attend a Union orientation session.

ARTICLE III

SENIORITY

- 3.0 The Board shall prepare a list of all employees in the bargaining unit showing their seniority, if any, in length of service with the Board their home addresses and deliver the same in duplicate to the Council #4 office on or before December 1 of each year.
- 3.1 New employees shall serve a probationary period of sixty (60) days actually worked and shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement. All employees who have completed their probationary period shall be regular employees and shall acquire length of service records as of the date of their employment.
- 3.2 When an employee is retained in a vacancy or new position for a period of ninety (90) workdays, he/she shall be considered as qualified to hold the position to which he/she has been assigned.
- 3.3 The matter of filling job vacancies shall be an administrative prerogative. Discretion shall be left to the Superintendent of Schools as to whether or not a particular vacancy need or need not be filled. In the event that a vacancy is to be filled, every attempt must be made to fill such vacancy within sixty (60) days of the date that a particular position has been vacated, and ninety (90) days from the date that a new position has been created. Notices of all vacancies must be posted in all schools for a period of five (5) days on a bulletin board made accessible to each employee. The selection of personnel to fill job vacancies is the ultimate responsibility of the Superintendent, who after notice to and discussion with the Union will make the final decision with respect to the filling of job vacancies. The filling of those job vacancies which are included within the scope of this contract is subject to arbitration.
- 3.4 Job promotions and transfers to vacancies shall be awarded by the Superintendent after notice to and discussion with the Union on the basis of seniority concomitant with qualifications and ability to handle the assignment to which promotion/transfer is to be made. Job promotions and transfers to vacancies which are included within the scope of this contract shall be subject to arbitration.
- 3.5 Transfers

Transfers of custodial personnel between buildings may be initiated by the Superintendent or his designated agent. In making personnel transfers, the needs and interests of affected parties will be given every consideration, but the overall welfare

of the school system will be considered as paramount when personnel transfers are deemed to be necessary.

The Superintendent or his designee will confer with the Union prior to deciding whether or not to transfer an employee for disciplinary reasons. Any such transfer shall be subject to Article IX.

- 3.6 For the purpose of this Article, the terms “bump” and “bumping” shall mean the displacement of employees within classification or from one classification to a lower classification on the basis of seniority because of a reduction in the number of positions. The term “lay off” shall mean termination of employment at the conclusion of the bumping process because of a reduction in the number of positions.
- 3.7 The order of lay off by employee type, first to last, shall be:
- 1st -- part time
 - 2nd -- probationary
 - 3rd – regular
- 3.8 The order of lay off of regular employees, first to last by classification, shall be:
- 1st -- Custodial Worker CW-I
 - 2nd -- Custodial Worker CW-II
 - 3rd -- Custodian C-I
 - last - Custodian C-II
- 3.9 When a position is eliminated and the number of employees within the classification affected exceeds the number of positions in that classification, the employee directly affected shall bump the employee with least seniority in that classification, if any; and the employee who is bumped shall bump the employee with least seniority in the next lower classification, if any.
- 3.10 The procedure in 3.9 shall continue until the employee is identified who is least senior in his/her classification and in all lower classifications, if any. This employee shall be the one laid off.
- 3.11 Laid off regular employees (within classification) with the most seniority shall be recalled first and no new employees shall be hired in these classifications until all laid off employees in those classifications have been given the opportunity to return to work.
- 3.12 Union Officers, not to exceed five (5) in number, shall have superseniority in the event of a layoff. Stewards, not to exceed three (3) in number, shall have superseniority in the event of a layoff.

- 3.13 If an employee bumped from a job position refuses to accept employment in another job position, it will be considered that the employee has terminated his/her employment and therefore he/she shall not be eligible for recall.
- 3.14 Individuals who are recalled must assume their duties within seven (7) working days following written notice of recall or it shall be considered that they have declined recall. The Executive Director of Plant and Facilities Services may grant an extension to the time for reporting back to work.
- 3.15 Employees shall not be discharged without just cause, that is, a proper cause or substantial reason for discharge. An employee may not be summarily discharged for any specious or unfounded cause.

ARTICLE IV

HOURS OF WORK, OVERTIME AND HOLIDAY PREMIUM PAY

- 4.0 The basic workday shall be eight (8) hours a day, five (5) consecutive days a week, Monday through Friday. Starting and finishing hours shall be dictated by the particular needs of each individual school. Changes in the basic working day will be made by mutual agreement between the Superintendent and the Union. Overtime hours will not be used to compute the basic workday or work week.
- 4.1 Overtime
 - a. The right to determine whether there shall be overtime, the amount of overtime there shall be, the scheduling of overtime and the assignment of overtime except as otherwise specified in this Agreement rest exclusively with the Board.
 - b. Time and one-half shall be paid for:
 - 1) all hours actually worked in excess of eight (8) hours in any one day or forty (40) hours in any one week
 - 2) all hours actually worked on Saturday including building checks
 - 3) building checks on Sunday
 - c. Double time shall be paid for all hours actually worked on Sunday exceeding building checks, and for all hours actually worked on any of the paid holidays recognized in any year in accordance with Article V including building checks.
- 4.2 a. Full-time employees shall be given preference on all overtime assignments.

- b. All overtime work shall be distributed equitably in each school among employees. Required weekend and holiday routine building checks will continue to be conducted by the head custodian of each building or some other responsible person designated by him/her to perform this task.
 - c. The Union shall be given a list of all overtime hours worked by each employee quarterly.
- 4.3 Employees called back to work after the completion of a basic workday, or prior to the beginning of a basic workday, or on a Saturday or Sunday or holiday recognized in accordance with Article V, shall be paid each time they are called for a minimum of two (2) hours from the time of reporting for work. If, in the opinion of the head custodian, or department head, it is deemed advisable to hold an employee called in for emergency, the person so called may be held for the full period of two (2) hours or longer.
- 4.4 If an employee is required to extend his/her workday by remaining beyond his/her normal eight (8) hour workday, such request for the extension of the workday will not be considered as a call back. In such a situation the employee will be paid in accordance with the applicable overtime provisions in this Agreement.
- 4.5 A minimum of two (2) hours will be allowed for building checks in all school buildings with the exception of Conard High School, Hall High School, King Philip Middle School, and Sedgwick Middle School, where a period of three (3) hours will be allowed for building checks.
- 4.6 All bargaining unit work will be done by bargaining unit employees unless there are no bargaining unit employees available, or unless following notice to and discussion with the Union, the Superintendent determines that a particular situation warrants the use of nonbargaining unit services.

ARTICLE V

HOLIDAYS

- 5.0 Except as school may be in session, employees shall be granted a total of twelve (12) paid holidays during each year as follows: Independence Day, Labor Day, Columbus Day, Floating Holiday, Thanksgiving Day and the day following Thanksgiving, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday and Memorial Day..
- 5.1
- a. Holidays occurring on Saturday will be observed on the preceding Friday if there is no school on said Friday.
 - b. Holidays occurring on Sunday will be observed on the following day if there is no school on said Monday.

- 5.2 Whenever any of these holidays shall occur while an employee is out on sick leave, the employee shall be granted an additional day off at a time agreeable to the head custodian and department head.
- 5.3 Where a holiday occurs at the beginning or end of a particular week and the resulting time off becomes a three-day holiday period, the employee will be required to report for duty on the day before and the day after the three-day holiday interim in order to establish eligibility for holiday pay. In the event of illness during the three-day holiday period, the employee will be required to furnish a doctor's certification of illness in order to establish eligibility for holiday pay.
- 5.4 When a holiday occurs during a regular vacation period, said holiday shall not be charged against the employee's earned vacation time. The employee will be granted an additional day off to compensate for the lost holiday at a time mutually agreeable to the head custodian and department head.
- 5.5 When Christmas Day and New Year's Day are preceded by a workday, employees shall be granted a four-hour leave from work on the day preceding each of these holidays.

ARTICLE VI

VACATIONS

- 6.0 Employees shall be given vacations at their base rate on the following basis:

a. less than five (5) months service	no vacation days
b. 5 months but less than 12 months service	1 workday per month
not	to exceed 5 workdays
c. 1 year but less than 5 years service	10 workdays
d. 5 years but less than 7 years service	15 workdays
e. 7 years but less than 9 years service	16 workdays
f. 9 years but less than 15 years service	17 workdays
g. 15 years but less than 18 years service	18 workdays
h. 18 years and over of service	20 workdays

All vacation benefits must be considered as earned by virtue of employment in the school system during the fiscal year immediately preceding the vacation period.

June 30 of each year shall be used as the cut-off date to determine length of service for establishing the number of vacation days to which an employee is entitled.

- 6.1 The vacation period will be set by mutual agreement among department head and the employee. A choice of vacation by seniority shall apply to the initial choice of vacation periods of three (3) weeks or more duration (two (2) weeks during the period from July 1

through the first three (3) weeks of August). After all employees have made their initial choice, employees with additional vacation leave shall again make their choice of such leave according to seniority as above. Subject to the foregoing policy, the decision of the Department Director or designee in assigning scheduled vacation periods shall be final, but in all cases the welfare and best interests of the school system must be considered as paramount.

- 6.2 Vacation days may be taken any time during the school year with the following conditions:
- a. No more than one week vacation per year can be taken during the December, February, or April school vacation periods.
 - b. Custodial employees must consider the workload and the requirement for the schools to open in making their request and should not place an unfair burden on the schools in making their request for vacation time.
 - c. The approval of vacation schedules rests solely with the Manager of Building Services, whose approval shall not be unreasonably denied.
 - d. A vacation request for one day or less may be made with one day's notice.
- 6.3
- a. Pro rata accumulated vacation shall be granted to an employee upon retirement who is a member of the Town Retirement Plan, provided that this arrangement does not conflict with any provisions of the pension and retirement plan of the Town of West Hartford.
 - b. Pro rata accumulated vacation pay shall be granted to an employee in the event he/she terminates his/her service with the schools.
 - c. In the event of the death of an employee, his/her spouse and/or minor children shall receive his/her pro rata accumulated vacation pay.
- 6.4 In the event of illness during an employee's vacation period, the employee shall be given the option of charging the sick days to his/her sick leave, provided such illness has been verified by a doctor's certificate.
- 6.5 An employee, who without prior approval, extends his/her vacation period beyond the number of earned days to which he/she is entitled, may be subject to disciplinary action as set forth in Article IX. If upon review of the matter it is ascertained that the absence period had to be extended for reasons beyond the control of the employee, the provisions of this paragraph will not be invoked.
- 6.6 Employees who do not use their full accumulated vacation days during the fiscal year shall be paid for any unused vacation days in their account up to five (5) days and may elect to carry over five (5) such unused days to be used before the first day of school.

ARTICLE VII

LEAVE PROVISION

- 7.0 Sick leave of fifteen (15) days annually (based on the rate of 1-1/4 days per month), not including absence covered by Worker's Compensation, cumulative to one hundred fifty (150) days in any nine (9) consecutive year period, shall be granted to custodial personnel who have completed the required probationary period. July 1 of each fiscal year shall be the date for determining the amount of sick leave accumulated annually.

Each employee shall be notified of his/her accumulated sick leave by letter annually.

Extended sick leave for a major illness may be granted on request of an employee at the discretion of the Superintendent. The employee must present a doctor's certificate describing the major illness before the matter will be forwarded to the Superintendent for consideration.

- 7.1 Sick leave may be used in the following cases:

- a. personal illness or physical incapacity
- b. enforced quarantine of the employee in accordance with community health regulations
- c. to meet dental or medical appointments or other sickness prevention measures, provided that it is not possible to arrange for a dental or medical appointment at a time other than when the employee is to be on duty. Except in emergency situations the employee shall inform the Manager of Building Services in advance of the date and time of such appointment.

- 7.2 In all cases sick leave with pay in excess of three (3) consecutive workdays will be granted only when a certificate from a practitioner of medicine or surgery or both, licensed to practice in the State of Connecticut and verifying the need for extended sick leave has been submitted to the Director of Plant Services.

- a. All employees who do not use any of their accumulated sick leave during the fiscal year shall receive, no later than the first payroll in August, a \$300.00 (no net) bonus.

- 7.3 Payment for Unused Sick Leave Upon Termination

Upon separation from Board service for any reason other than a-c, unused sick leave shall revert to the Board.

- a. Upon retirement under the Town pension and retirement plan, an employee shall receive, on the basis of his/her current regular-time wage rate, one-half (1/2) of

the sick leave benefits which may have accrued to his/her credit to a maximum of sixty (60) days provided that this arrangement does not conflict with any provisions of the pension and retirement plan of the Town of West Hartford.

- b. In the event of an employee's death his/her spouse and/or minor children shall receive, on the basis of the employee's current regular-time wage rate, one-half (1/2) of the sick leave benefits which may have accrued to his/her credit to a maximum of sixty (60) days, provided that the employee is a member of the Town Retirement Plan at the time of his/her death.
- c. On voluntary termination of employment, an employee, who has provided a minimum of five (5) years of satisfactory service to the Board of Education, is sixty (60) years of age or older and who was never eligible for membership in the Retirement Plan of the Town of West Hartford, shall receive, on the basis of his/her currently regular-time wage rate, one-half (1/2) of the sick leave benefits which may have accrued to his/her credit to a maximum of sixty (60) days.
- d. Employees hired on or after January 1, 2016 shall not be eligible for the benefits listed in Sections a, b, and c above.

7.4 Leave for Bereavement and Illness in the Immediate Family

When absence from work is necessary and unavoidable because of death or illness in the immediate family, the following shall apply:

- a. (1) death in the employee's immediate family or the immediate family of his/her spouse. Immediate family is defined as spouse, son, daughter, parent, sister, brother, grandparent **or** grandchild. The definition of immediate family shall also include any relative, whether by birth or marriage, who is a resident, other than temporary, in the immediate household) - a maximum of five (5) workdays absence in a fiscal year without loss of wages.
- (2) if an employee needs additional leave days without loss of wages in excess of the five (5) workdays provided in a. (1), the specific number of additional days required will be charged to the following sources in the following order as available:
 - (a) 7.8a - a maximum of one (1) day
 - (b) 7.8b - a maximum of two (2) days
 - (c) the employee's unused sick leave
- (3) Employees shall receive 1 day of bereavement leave to attend the funeral for an aunt, uncle, friend or coworker. Up to a maximum of 3 days per fiscal year may be used per employee.

The Superintendent shall base his determination of the specific number of days required on factual evidence. The employee shall be responsible for providing the Superintendent of such evidence.

- b. illness in the immediate family (spouse, son, daughter, parent or any relative, whether by birth or marriage, who is a resident, other than temporary, in the employee's immediate household)-- a maximum of three (3) workdays absence in a fiscal year without loss of wages.
- c. except in emergency situations, the employee shall notify the Head Custodian or Manager of Building Services of his/her intended absence for reasons cited in a and b in advance. In an emergency situation, the employee shall inform the Head Custodian or Manager of Building Services of the reason for his/her absence as soon as possible, but definitely on the day he/she returns to work.

7.5 Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties. Employees of the Board are covered by Worker's Compensation Insurance and are paid stated amounts due for injuries sustained on the job. The employee may elect to receive the difference between the Worker's Compensation amount paid to him/her and his/her full pay with a proportionate charge to his/her sick leave for each day of absence for a period not to exceed one (1) year from the date on which the injuries were sustained. The difference will cease to be paid when the employee's accumulated sick leave has been exhausted.

- 7.6 a. Two (2) Union members who may be elected as delegates shall be allowed the required time without loss of pay, to attend official Union conventions and conferences up to a maximum of three (3) days per member per year.
- b. Negotiation sessions shall be divided equally between employee working and nonworking hours.

7.7 Other Leave with Pay

Employees shall be granted leave with pay for the following reasons:

- a. Jury duty. Fees realized from jury duty service, however, must be turned over to the Board of Education.
- b. Any other appearance of the employee before a court or other public body to which the employee is legally summoned. Proof of required appearance will be provided as a condition of payment for the date(s) of absence.
- c. Participation in short term military training in Federal Reserve or National Guard. The difference between military pay, plus allowance and the employee's scheduled pay, shall be paid to the employee upon submission by the latter of a

form certifying the amount of money which he/she has been paid during his/her period of absence.

- d. Participation in conferences or official meetings as approved by the Superintendent or his agent, which will enhance the value of the employee to the school system.
 - e. Participation in education or training courses as approved by the Superintendent or his agent, which enhance the employee's value to the school system. In the event that the employee receives a scholarship or fellowship, his/her normal salary shall be reduced by that amount for the duration of the leave.
- 7.8
- a. It is recognized that there can be circumstances when an employee must be absent for very personal and private reasons. While this type of situation is exceptional, one (1) day of absence for such reason in a fiscal year will be without loss of wages. Except in emergency situations, the employee shall notify the Head Custodian or Manager of Building Services of his/her intended absence for personal and private reasons at least three (3) days in advance. In an emergency situation, the employee shall inform the Executive Director of Plant and Facilities Services of his/her absence for personal and private reasons as soon as possible, but definitely on the workday next succeeding the personal absence day.
 - b. Two (2) additional personal days may be granted within the fiscal year at the discretion of the Superintendent and upon written prior request of the employee. This benefit is to be considered as discretionary and not mandatory.

ARTICLE VIII

GRIEVANCE PROCEDURES

- 8.0 Grievances arising out of matters covered by this Agreement concerning wages, hours, and conditions of employment, will be processed in the following manner at the request of either party to the contract.
- 8.1 Employee and Immediate Supervisor
- a. The employee and/or his/her representative shall present to the Manager of Building Services all facts pertaining to the grievance.
 - b. The Manager of Building Services shall adjust the grievance at once, or notify the employee and/or his/her representative of his decision within five (5) working days following the day that the grievance is presented.
- 8.2 Employee and Department Head

- a. If either the employee or the Union is not satisfied with the disposition of the grievance under 8.1, the Union may appeal the grievance to the Executive Director of Plant and Facilities Services. The appeal shall be submitted in writing stating:

1. the facts of the grievance;
2. the articles and sections of this Agreement allegedly violated; and
3. the remedy sought.

The Executive Director of Plant and Facilities Services must receive such appeal statement within five (5) working days following completion of the procedure set forth under 8.1.

- b. The Executive Director of Plant and Facilities Services and/or his representative, shall meet with the employee and Union representative to consider the appeal within five (5) working days following receipt of the appeal statement.

The Executive Director of Plant and Facilities Services shall give his decision on the appeal in writing to the employee and Union within five (5) working days following the conclusion of such meeting.

8.3 Employee and Administrative Head

- a. If either the employee or the Union is not satisfied with the disposition of the grievance under 8.2, the Union President may request the Superintendent of Schools, or an agent he designates, to review the grievance.

Such request for review must be in writing and the Superintendent, or his agent, must receive it within five (5) working days following completion of the procedure set forth under 8.2.

- b. The Superintendent, or his agent, shall meet with the employee, the Union President and a Council 4 staff representative to review the grievance within ten (10) working days following receipt of the request for review.

The Superintendent or his agent shall give his decision on the review in writing to the employee, the Union President and the Council 4 staff representative within five (5) working days following the conclusion of such meeting.

8.4 Arbitration

In the event that the Union feels that further review is justified, it shall file written notice with the Board within twenty (20) working days following completion of the procedure set forth in 8.3 of its intent to submit the matter to arbitration. There may be agreement by both parties as to the designation of the arbitrator. If such agreement cannot be reached within ten (10) working days following receipt of the

notice to submit, the Union may submit the grievance to the American Arbitration Association or the State of Connecticut Board of Mediation and Arbitration for arbitration.

The arbitrator shall hear and decide only one grievance in each case. The arbitrator shall be bound by and must comply with all of the terms of this Agreement. He shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement, unless same is contrary to the law.

All costs and expenses of arbitration shall be borne equally by the Board and the Union.

- 8.5 Any grievance not presented in writing for disposition through the grievance procedure set forth above within twenty (20) working days of the occurrence of the condition giving rise thereto, or within twenty (20) working days of the time the employee or the Union knew, or reasonably should have known, of the occurrence of the condition giving rise thereto, whichever comes later, shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved 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 of the decision rendered, and such decision shall thereafter be binding upon the aggrieved and the Union. The time limits specified at any step may be extended in any particular instance by mutual agreement of the Superintendent, or his agent, and the Union.
- 8.6 a. A maximum of three (3) Officers and/or Stewards of the Union, designated by the Union, shall be afforded the necessary amount of time without loss of wages to adjust grievances actually filed.
- b. A maximum of six (6) Officers and/or Stewards of the Union, designated by the Union, shall be afforded the time in accordance with 7.6 (b) without loss of wages for contract negotiations.

ARTICLE IX

DISCIPLINARY PROCEDURES

- 9.0 a. The tenure of every employee shall be conditioned upon good behavior and the satisfactory performance of his/her duties.
- b. All disciplinary measures shall be for just cause and shall not be discriminatory.

- c. Drunkenness on duty, molestation of teachers or children, or theft are grounds for immediate and summary suspension from duty without pay, but subject to a hearing.
- d. Whenever, in the judgment of the department head, an employee's work performance or conduct justifies such action (except as noted in paragraph "c" above) he/she may be suspended without pay pending a hearing of the allegations. Whenever such action is taken, the Executive Director of Plant and Facilities Services shall within one (1) working day furnish to the employee, in writing, a statement of the reasons for such action and the period of time during which a suspension or demotion is to be in effect and shall furnish a copy of the statement to the Union President and the International Representative.

9.1 Disciplinary action shall follow in this order:

- a. Verbal warning
- b. Written warning
- c. Written warning, included with a meeting with the offending party, the employer and the Union to discuss incidents leading to disciplinary actions
- d. Suspension
- e. Discharge

A combination of any or all of the above could occur at a single time, not necessarily in sequence.

9.2 All disciplinary actions are subject to grievance procedures.

ARTICLE X

WAGES

- 10.0 Negotiation procedure shall be carried out in accordance with the provisions of Public Act 75-570, "An Act Concerning Binding Arbitration for Municipal Bargaining Agreements" of the Connecticut General Statutes.
- 10.1 The following wage rates and longevity compensation will be paid to eligible employees during the contract period:

Custodial Salary Schedule -- Appendix A
Custodial Longevity Program -- Appendix C

The salary schedule in Appendix A shall reflect the following:

- a. Effective July 1, 2022, all wage rates in effect on June 30, 2022 shall be increased by 3.0%.

- b. Effective July 1, 2023, all wage rates in effect on June 30, 2023 shall be increased by 3.0%.
- c. Effective July 1, 2024, all wage rates in effect on June 30, 2024 shall be increased by 3.0%.
- d. Effective July 1, 2025, all wage rates in effect on June 30, 2025 shall be increased by 2.5%.
- e. Effective July 1, 2026, all wage rates in effect on June 30, 2026 shall be increased by 2.5%.

10.2.a. In an emergency, an employee required to work in a higher classification shall be paid at his/her step on the wage schedule of the higher classification.

- b. When the head custodian has been absent three (3) consecutive workdays for any reason excluding vacation and holidays:
 - 1) The Executive Director of Plant and Facilities Services or his designee shall notify each custodian at that school by no-later-than the sixth (6th) workday of the head custodian's absence whether or not he/she is required to assume the supervisory responsibilities of the head custodian.
 - 2) In the event the Administration fails to so notify, the senior day CW-II custodian shall assume the supervisory responsibilities of the head custodian and be paid in accordance with b.4.
 - 3) This provision in no way precludes the right of the Board to assign any employee as an acting head custodian at any time prior to the sixth (6th) day referred to in l. above or thereafter, provided the notification requirement has been met.
 - 4) When an employee is required to work in a higher classification, he/she shall be paid at his/her step on the wage schedule of the higher classification.

10.3. a. A pay difference of five (5) percent shall be paid to all employees who work the second and third shift.

- b. Effective upon implementation of this agreement and thereafter, all shifts starting at 12:00 p.m. or later shall be paid the 5% shift differential for all hours scheduled. The pay differential will not be paid to an individual when he/she is working "summer day shift hours" or if he/she works days during the normal vacation periods.

10.4. Employees in the Custodial Worker I and II classification shall be allowed to reach maximum salary step in the following manner:

- a. 90-day probationary period at the minimum wage rate (60 days actually worked).
 - b. Employees shall move one step on July 1st of each year, provided that they have been employed at least three (3) months.
- 10.5 For all other custodial classifications, an interval of twelve (12) months per step shall be in effect for progression to step 5 of the wage scale for each position classification. All employees promoted into CI or CII classifications shall not be initially placed below Step 3. All employees placed at Step 3 shall be advanced to Step 4 within 12 months of placement at Step 3.

The Superintendent reserves the right to advance to a higher salary step and/or classification, employees who are recommended by the head custodian and/or supervisor of custodians, and who by reason of demonstrated capability and performance are deemed to be eligible for promotion prior to the spending of the required twelve (12) months in a particular salary classification.

- 10.6 Effective and retroactive to July 1, 2002, the position of CI for the day supervisors in high schools shall be upgraded to the position of CII.

ARTICLE XI

SAFETY AND HEALTH

- 11.0 A. A joint safety committee shall be formed by the Executive Director of Plant and Facilities Services and the Union. Said committee shall meet periodically to review and recommend safety and health conditions in all custodial departments.

- B The current Uniforms Program shall be modified as follows:

Each employee shall be provided with an initial issue of seven (7) sets of uniforms (shirts and pants) of the same type as currently provided. The current cleaning service shall be discontinued effective with the issuance of the uniforms as described above. These uniforms shall be replaced as needed at no cost to the employee.

Five (5) T-shirts shall be issued to each employee in May of each year.

Two (2) sweatshirts shall be issued to each employee in May of each year.

Acceptable shorts as determined by the Superintendent or his designee will be permitted beginning on April 15 and through November 1. These shorts are not part of the Uniforms program and shall be purchased by the employee.

- C. The annual shoe allowance shall be two hundred dollars (\$200.00) per employee. Safety shoes must be purchased by the employee and worn at all times when at work.
- D. All Custodian employees who perform snow removal shall be allowed to purchase winter weather gear. This may include winter coats, boots, hats, gloves, socks, and any other appropriate gear. The Board shall reimburse each custodial employee up to \$200.00 per fiscal year.

ARTICLE XII

INSURANCE AND PENSION

12.0 A Health

The following dual option choice of health insurance plans shall be provided through the third party administrator Anthem Blue Cross/Blue Shield. (See Appendix B1.)

1. Century Preferred (PPO)

The employee shall pay annually fifteen percent (15%) of the Century Preferred (PP0) premium costs for the coverage for which he/she is eligible and which he/she selects. The Board shall pay the balance of the cost.

Effective July 1, 2015 the employee shall pay 17.0% of the premium cost.
Effective July 1, 2016 the employee shall pay 17.5% of the premium cost.
Effective July 1, 2017 the employee shall pay 18.0% of the premium cost.

2. BlueCare Plus (HMO)

The employee shall pay ten percent (10%) of the BlueCare Plus premium costs for the coverage for which he/she is eligible and which he/she selects. The Board shall pay the balance of the cost.

Upon signing of this agreement: the employee shall pay 12.5% of the premium cost.

Effective July 1, 2015 the employee shall pay 13.5% of the premium cost.
Effective July 1, 2016 the employee shall pay 14.5% of the premium cost.
Effective July 1, 2017 the employee shall pay 15.5% of the premium cost.

Effective July 1, 2015, the plan design of the Century Preferred and Blue Care Plus plans shall be modified as shown in Appendix B2.

Prescription Drugs

The following prescription drug plan is provided through Anthem Blue Cross/Blue Shield. (See Appendix B1.)

- Pharmacy: 100% after co-pay of \$10 for generic, \$25 for brand preferred, or \$40 for non-preferred for 34-day supply
- Mail Order: 100%, after co-pay of \$10 for generic, \$25 for brand preferred, or \$40 for non-preferred for 100-day supply.

Office visit co-pay rises from \$20 to \$25
Inpatient Hospital co-pay rises from \$150 to \$200
Outpatient co-pay rises from \$50 to \$200

3. Effective July 1, 2016, the plan design of the Century Preferred and Blue Care Plus plans shall be modified as shown in Appendix B2.

Prescription Drugs

The following prescription drug plan is provided through Anthem Blue Cross/Blue Shield. (See Appendix B1.)

- Pharmacy: 100% after co-pay of \$15 for generic, \$30 for brand preferred, or \$50 for non-preferred for 34-day supply
- Mail Order: 100%, after co-pay of \$15 for generic, \$30 for brand preferred, or \$50 for non-preferred for 100-day supply.

A high Deductible Health Plan (HDHP) shall be offered starting July 1, 2015, with a 16.0% premium share. The HDHP shall be an alternative to and not a replacement for the PPO and HMO plans. The plan design is shown in Appendix ____.

Effective July 1, 2019, the Board shall only offer each bargaining unit active and retired member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for medical and dental benefits in lieu of the medical and dental benefits described in Article XII and appendix. The medical benefits shall be as set forth in the SPP effective on July 1, 2019, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other provisions shall be as established by the SPP.

The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or non-compliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.

Effective July 1, 2022 employee shall pay 19.5% of the premium cost.

Effective July 1, 2023 the Employee shall pay 20% of the premium cost.

Effective July 1, 2024 the Employee shall pay 20% of the premium cost.

Effective July 1, 2025 the Employee shall pay 20.25% of the premium cost.

Effective July 1, 2026 the Employee shall pay 20.5% of the premium cost.

B. Dental

The following dual option choice of dental plans shall be provided through the State of Connecticut State Partnership Plan. (See Appendix B.)

1. Cigna Premier

The employee shall pay annually ten percent (10%) of the single premium costs and one hundred percent (100%) of the dependent premium costs. The Board shall pay the balance of the premium costs.

2. Cigna Preferred

The employee shall pay annually twenty-five percent (25%) of the single premium costs and one hundred percent (100%) of the dependent premium costs. The Board shall pay the balance of the premium costs.

C. The Board shall make an IRS section 125 plan available to the employee making premium contributions for insurance benefits under Section 12.A of the Agreement.

- 12.1 Upon retirement the employee may continue medical coverage in the Board of Education sponsored plan for self and dependents. The Board of Education will pay 100% of individual medical coverage for each enrolled retired employee who is under age 65. The Board of Education will pay for each enrolled retired employee under age 65, 100% of the cost for individual and 50% of the cost of the employee's enrolled dependents who are under age 65, the same medical insurance premiums that would be provided by the Board of Education if the member were a regularly employed and active employee. In addition, each employee who is pensioned after July 1, 1984, will have his group life insurance automatically reduced to fifteen thousand dollars. The cost of such reduced life insurance shall be paid by the retiree.

Effective July 1, 2022, bargaining unit employees shall receive a life insurance benefit. The life insurance benefit shall be equal to two (2) times the employees annual base salary capped at \$125,000. The employee agrees to pay ten (10%) percent of the premium cost.

If an active employee elects no medical coverage, no salary deduction for medical insurance will be made by the Board of Education.

If an employee elects medical coverage and no life insurance, an amount equal to 50% of the premium cost of life insurance will be deducted by the Board of Education from the amount of employee contributes for medical insurance.

- 12.2 The Board of Education shall provide and pay for each individual retired employee's membership, who is aged 65 or over, and shall pay fifty percent (50%) of the cost for the retired employee's enrolled dependents' membership, who are 65 years of age or over through the State of Connecticut United Health Care Group Medicare Advantage. Employees/ spouse shall pay 100% for the prescription's coverage.
- 12.3a The Town shall continue the present coverage for bargaining unit members for the duration of the Agreement in accordance with the Town of West Hartford Pension Ordinances. Any and all amendments to said pension ordinance, which affect this bargaining unit, and which are enacted during the term of this Agreement shall also become a part hereof, provided that no such amendment which reduces retirement allowances for bargaining unit members or their dependents or beneficiaries, or which requires greater employee contributions than now specified, shall become a part hereof without written consent of the Union.
- 12.3. b. Effective and retroactive to July 1, 2005 all active employees in the bargaining unit shall contribute 1.0% of their gross earnings to the Pension Fund. Such contribution shall increase to 2.0% effective July 1, 2006, and increase to 3.0% effective July 1, 2007. Effective July 1, 2015 such contribution shall increase to 3.5%, effective July 1, 2016 4.0%, and increase to 4.25% effective July 1, 2017. Effective July 1, 2019 such contribution shall increase to 4.5%, effective July 1, 2020 5.0%, and effective July 1, 2021 5.5%.
- Effective July 1, 2022 employee shall pay 5.50%
 - Effective July 1, 2023 employee shall pay 5.50%
 - Effective July 1, 2024 employee shall pay 5.75%
 - Effective July 1, 2025 employee shall pay 6.0%
 - Effective July 1, 2026 employee shall pay 6.25%
- 12.3 c. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-19 of the Pension Ordinance shall be modified, effective January 1, 2006, so that there will be no reduction in benefits for years of service prior to January 1, 1989.
- 12.3 d. Whenever a bargaining unit employee hired prior to January 1, 2006 reaches 30 years of credited service with the Town (excluding any buy-back time), his/her contribution to the Pension Fund shall be reduced to 2.0% of his/her gross earnings.
- 12.3 e. Whenever a bargaining unit employee hired on or after January 1, 2006 reaches 35 years of credited service with the Town (excluding any buy-back time), his/her contribution to the Pension Fund shall be reduced to 2.0% of his/her gross earnings.
- 12.3 f. For bargaining unit employees who are Part B members of the Pension Plan, the Pension Ordinance shall be modified, effective January 1, 2006, to reflect the following:
- a. Any member who is covered under a collective bargaining agreement with AFSCME Local 1303-39, hired before January 1, 2006 and retires on or after January 1, 2006 shall be eligible for retirement from active service and for a

normal unreduced retirement allowance if he or she shall have attained the age of 55 years and completed 25 years of credited service, or attained the age of 60 years and completed 10 years of credited service, or completed 30 years of credited service, or attained the age of 70 years.

- b. Any member who is covered under a collective bargaining agreement with AFSCME Local 1303-39, hired on or after January 1, 2006 shall be eligible for retirement from active service and for a normal unreduced retirement allowance if he or she shall have attained the age of 65 years and completed 15 years of credited service, or completed 35 years of credited service, or attained the age of 70 years.

- 12.3 g. For bargaining unit members hired before January 1, 2006, the Pension Ordinance shall be modified to reflect the following:

Each member of Part B hired before January 1, 2006 and retiring on or after January 1, 2006 who is covered under a collective bargaining agreement with AFSCME Local 1303-39 shall receive an annual amount equal to 2% of the member's average final compensation multiplied by the member's years of credited service up to 30 years. If such member earns 30 years or more of credited service (not including any buy-back time) he/she shall receive an annual amount equal to 70% of the member's average final compensation.

- 12.3 h. For bargaining unit employees who are Part B members of the Pension Plan and who were hired prior to January 1, 2006, the Pension Ordinance shall be modified to reflect the following:

Each member hired before January 1, 2006 and retires on or after January 1, 2006 shall be eligible to receive a supplemental benefit if such member does not retire for at least one year after becoming eligible to retire following attainment of 55 years of age and completion of 25 years of credited service or attainment of 60 years of age and completion of 10 years of credited service. The amount of the supplemental benefit that is accrued for such member shall be \$600.00 at the end of the first year for which retirement is deferred following satisfaction of the pertinent age and service requirements, and increased by an additional \$600.00 at the end of each additional year for which retirement is deferred.

- a. This supplemental benefit shall be paid for the life of the member as of each July 1 following his or her retirement. As of the first July 1 following the date of death, there shall be a payment equal to the amount that would have been paid had the member not died. No other benefits will be paid pursuant to this supplemental benefit following the date of the member's death.
- b. The pension supplement shall not be calculated in the cap calculation. The years of credited service and/or buy-back of years from other employment are still capped at 35. However, the supplement will be added to an employee's pension above the cap amount.

- 12.3 i. The Pension Ordinance shall be modified effective January 1, 2006 to reflect the following addition to the early retirement eligibility standard:

Any member who is covered under a collective bargaining agreement with AFSCME Local 1303-39, hired on or after January 1, 2006 shall have the option, to be exercised by written request to the Pension Board, to retire not less than 60 days after the filing of said request with the Pension Board, provided that such member shall have attained the age of 55 years and shall have completed 15 years of credited service or attained the age of 60 years and completed 10 years of credited service.

- 12.4 Custodial employees to the maximum age of 50 years are required to join both the pension plan sponsored by the Town of West Hartford, as well as the Federal Social Security program. Between the ages of 50 and 65 membership in the Social Security program is mandatory; membership in the Town pension plan is optional.

- a. Custodial employees to the ages as listed in this paragraph are required to join both the pension plan sponsored by the Town of West Hartford as well as the Federal Social Security Program. Participation in the mandated programs is a condition of continued employment.
- b. (1) For bargaining unit employees who are Part B members of the Pension Plan and who are hired by the Town on or after October 31, 2012, the Pension Ordinance shall be modified to reflect the following:

New Section 30-18 (I)

A member in Part B hired on or after October 31, 2012 who is covered under a collective bargaining agreement with the Custodial Employees Union, Local 1303-39 AFSCME, upon retirement under §30.12 or 30.13, shall receive a retirement allowance payable during the member's lifetime of an annual amount equal to 1% of the member's final average compensation multiplied by the member's years of credited service, up to a maximum of 35 years.

- (2) Bargaining unit employees who are Part B members of the Pension Plan and who are hired by the Town on or after October 31, 2012 shall be enrolled in a 457 Defined Contribution Plan. The Board and the employee shall each make a non-elective contribution of 2.25% of the employee's base wages to the employee's account. The employee may elect to contribute additional wages to the account up to the IRS maximum without a matching contribution from the Board.

- (3) All other provisions applicable to members of the part B pension shall apply to employees hired on or after October 31, 2012.

- 12.5 The Board may at any time and from time to time change the carriers for any of the foregoing insurance provided that such change shall not at any time cause the actual cost to employees or retirees to be higher than such cost would be if such change had

not occurred; and provided further that the benefits shall be equivalent or better than those provided in the above referenced coverage.

- 12.6 The Long-term Disability Benefit (LTD) equals 60% of the annual salary to maximum of \$2,500 per month at no cost to the employee.
- 12.7 Employees and retirees shall be permitted to change their participation in insurance programs only once annually during the open enrollment period—in June for active employees to be effective in September, and in December for retirees to be effective in January, unless there is a change in status (e.g. marriage, divorce, death).
- 12.8 In the event any of the following occur, the Board or AFSCME Local1303-61 may reopen negotiations in accordance with the [Municipal Employee Relations Act](#) as to the sole issue of medical benefits, including plan design and plan funding, premium cost share and/or introduction of a replacement medical benefits plan in whole or in part.
- i) If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State’s collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan; and/or
 - ii) If Conn. Gen. Stat. Section 3-123rrr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share and/or introduction of an additional optional medical benefits plan; and/or

In any negotiations triggered under the conditions above as well as negotiations for a successor to the current collective bargaining agreement, the parties shall consider the plan options in place as of June 30, 2018 (as well as the premium cost-sharing amounts as set forth above, as may be subsequently negotiated between the parties) to be the baseline for such negotiations, and the parties shall consider the following additional factors:

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

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

ARTICLE XIII

RESPONSIBILITIES OF THE BOARD OF EDUCATION

- 13.0 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board of Education has and will continue to retain whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to, the following:
- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board of Education.
 - b. To establish or continue policies, practices and procedures for the conduct of the Board of Education business from time to time to change or abolish such policies, practices or procedures or deviate from procedures, practices or policies in exceptional cases after notice to and discussion with the Union.
 - c. To discontinue processes or operations, or to discontinue their performance by employees.
 - d. To select and to determine the number and type of employees required to perform the operations of the Board of Education.
 - e. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board of Education.
 - f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
 - g. To insure that incidental duties connected with school operations whether enumerated in job descriptions or not, shall be performed by employees.
 - h. To establish contracts or subcontracts for school operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by employees of the bargaining unit shall continue to be so performed unless, in the sole judgment of the Board of Education it can be done more economically or expeditiously otherwise.

The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceedings, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE XIV

MISCELLANEOUS

- 14.0 Any employee required to use his/her personal vehicle within town in connection with his/her work assignment will be reimbursed for the mileage involved at the prevailing Government Services Administration (GSA) rate.
- 14.1 The Board shall distribute signed copies of the Agreement as follows:
- a. Six (6) copies to the Union upon the signing of the Agreement.
 - b. A copy to each employee within (30) days after the signing of the contract.
 - c. A copy to each new employee within thirty (30) days after the date on which he/she has been hired.
- 14.2 Existing written policies of the Board of Education pertaining to employee personnel shall be considered part of this Agreement.
- 14.3 In the event that any document is added to a bargaining unit employee's personnel file, such employee shall be notified and provided with a copy of the document.

ARTICLE XV

DURATION

- 15.0 a. This Agreement shall be effective as of July 1, 2022, and shall remain in full force and effect through June 30, 2027.
- b. The contract shall be automatically renewed and be in full force and effect for one (1) additional year after June 30, 2027 unless either party shall notify the other in writing no-later-than February 2027 of its intent for renewal or modification of this Agreement. No more than fifteen (15) days after the receipt of such notice the parties will enter into negotiations with respect to such renewal or modification with the objective of completing negotiations as that may be practicable.

- 15.1 Upon receipt of such notice, meetings will be in accordance with applicable provisions of the General Statutes of the State of Connecticut.

ARTICLE XVI

PART-TIME EMPLOYEES

- 16.0 The Board and the Union agree that the Board shall have the right to employ part-time employees to perform only CW II custodial work. No part-time employee shall work more than 1,000 hours per fiscal year.
- 16.1 The total number of part-time custodial hours worked shall not exceed 47,500 per fiscal year.
- 16.2 Part-time employees (1,000 hours or less) shall not be covered by the terms of the collective bargaining agreement except as follows:
- a. Article I, Recognition shall apply to part-time custodians as defined above.
 - b. Article II, Union Security shall apply to part-time custodians as defined above.
- 16.3
- a. The board shall prepare a list of all part-time employees in the bargaining unit showing their seniority, if any, in length of service with the Board, their home address and deliver same in duplicate to the Council #4 office on or before December 1 of each year.
 - b. Part-time custodians shall be granted full-time bargaining unit CWII positions, which have not otherwise been bid by full-time employees, on the basis of seniority concomitant with qualifications and ability to handle the assignment.
 - c. Part-time employees who are promoted to full-time positions shall be deemed post-probationary employees if they have completed 90 successful days of part-time service. Part-time employees shall advance to step two (2) upon hiring as a full-time employee.
 - d. Laid off part-time employees with the most seniority shall be recalled first and no new part-time employees shall be hired until all laid off part-time employees have been given the opportunity to return to work.
 - e. Individuals who are recalled must assume their duties within seven (7) working days following the written notice of recall or it shall be considered

that they have declined recall. The Executive Director of Plant and Facilities Services may grant an extension to the time for reporting back to work.

16.4

- a. All full-time employees shall be given preference on all overtime assignments. In the event all full time employees are unavailable for overtime, all overtime work shall be distributed equally in each school among part-time employees.
- b. Time and one-half shall be paid for all work in excess of eight (8) hours in any one day.
- c. Time and one-half shall be paid for all work in excess of forty (40) hours in any one work week.
- d. Time and one-half shall be paid for all hours actually worked on Saturday. Double time shall be paid for all hours actually worked on Sunday.
- e. All bargaining unit work will be done by bargaining unit employees unless there are no bargaining unit employees available, or unless following notice to and discussion with the Union, the Superintendent determines that a particular situation warrants the use of non-bargaining unit services.
- f. During snow removal operations, part-time bargaining unit members may be solicited to work extra hours after all full-time custodial employees have first been offered the opportunity to work overtime.
- g. Any part-time employees performing bargaining unit work during the summer shall be paid in accordance with Section 16.9.

16.5 Part-time employees shall be granted the following holidays each year with pay:

Thanksgiving Day
Christmas Day
Memorial Day
Martin Luther King Jr.'s Birthday
Labor Day

16.6

- a. Extended sick leave for a major illness may be granted upon request of an employee at the discretion of the Superintendent. The employee must present a doctor's certificate describing the major illness before the matter will be forwarded to the Superintendent for consideration.

- b. Effective upon issuance of the award in Case No. 2012-MBA-372, employees shall be granted leave with pay for Jury Duty. Fees realized from jury duty service, however, must be turned over to the Board of Education.
- c. Employees shall be granted leave with pay for any other appearance of the employee before a court or other public body to which the employee is legally summoned. Proof of required appearance will be provided as a condition of payment for the date(s) of absence. This provision shall not be applicable to employees serving on jury duty.
- d. Employees shall be granted leave with pay for participation in short term military training in Federal Reserve or National Guard. The difference between military pay, plus allowance and the employee's scheduled pay, shall be paid to the employee upon submission by the latter of a form certifying the amount of money which he/she has been paid during his/her period of absence.
- e. Employees shall be granted leave with pay for participation in conferences or official meetings as approved by the Superintendent or his agent, which will enhance the value of the employee to the school system.
- f. Employees shall be granted leave with pay for participation in education or training courses as approved by the Superintendent or his agent, which enhance the employee's value to the school system. In the event that the employee receives a scholarship or fellowship, his/her normal salary shall be reduced by that amount for the duration of the leave.

16.7 Article VII, Grievance Procedures shall apply to part-time custodians, limited to alleged violations of Article XVI.

16.8

- a. All disciplinary measures shall be for just cause and shall not be discriminatory.
- b. All disciplinary actions are subject to grievance procedures.

16.9

- a. Part-time employees shall be granted salary increases on the same percentage basis as full-time employees.

The wage schedule for part-time employees shall be as follows:

	<u>July 1, 2022</u>
STEP 1	\$16.00
STEP 2	\$17.00
STEP 3	\$18.50

July 1, 2023
STEP 1 \$16.48
STEP 2 \$17.51
STEP 3 \$19.06

July 1, 2024
STEP 1 \$16.97
STEP 2 \$18.04
STEP 3 \$19.63

July 1, 2025
STEP 1 \$17.40
STEP 2 \$18.49
STEP 3 \$20.12

July 1, 2026
STEP 1 \$17.83
STEP 2 \$18.95
STEP 3 \$20.62

- b. Part-time employees with less than one year of service at the time that the arbitration award for Case No. 2012-MBA-372 is issued shall be placed on step one. Part-time employees with more than one but less than two years of service at the time that the arbitration award for Case No. 2012-MBA-372 is issued shall be placed on step two. Part-time employees with more than two years of service at the time that the arbitration award for Case No. 2012-MBA-372 is issued shall be placed on step three.
 - c. Part-time employees shall move one step on July 1st of each year, provided that they have been employed for at least six (6) months.
- 16.10
- a. Part-time employees shall be eligible to serve on the joint safety committee formed by the Executive Director of Plant and Facility Services and the Union.
 - b. The current Uniforms Program provided to full-time employees shall be made available to part-time employees. Acceptable shorts as determined by the Superintendent or his or her designee will be permitted beginning on May 15 and through October 1. These shorts are not part of the Uniforms Program and shall be purchased by the employees.

- c. The annual shoe allowance shall be two hundred dollars (\$200) per employee. Safety shoes must be purchased by the employee and worn at all times at work.

16.11 Effective upon issuance of the award in Case No. 2012-MBA-372, part-time employees shall be eligible to participate in a Defined Contribution Plan (457 or 403b plan).

16.12 Article XIII, Responsibilities of the Board of Education

16.13

- a. Any employee required to use his/her personal vehicle within town in connection with his/her work assignment will be reimbursed for the mileage involved at the prevailing I.R.S. rate.
- b. A copy of the collective bargaining agreement shall be provided to each part-time employee within (30) days after the signing of the contract. A copy of the collective bargaining agreement shall be provided to each new employee upon hire.

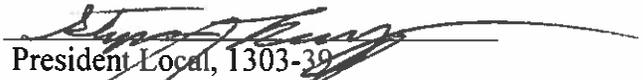
16.14 Article XV, Duration

In witness whereof the parties have set their hands this 28th day of the month of June, 2022

For the employer:


Chairman, Board of Education

For the Union:


President Local, 1303-39


Vice President, Local 1303-39


Staff Representative, Council #4

APPENDIX A

Page 1

Wage Schedule

2022-2023

Step	1	2	3	4	5
CWI – Custodian I	\$20.51	\$21.12	\$21.73	\$22.40	\$23.06
CWII – Custodian II	\$23.85	\$24.60	\$25.32	\$26.07	\$27.33
CI – Head Custodian I	\$27.19	\$27.99	\$28.84	\$29.69	\$30.72
CII – Head Custodian II	\$27.82	\$28.66	\$29.53	\$30.41	\$31.65

2023-2024

Step	1	2	3	4	5
CWI- Custodian I	\$21.12	\$21.75	\$22.38	\$23.07	\$23.75
CWII- Custodian II	\$24.57	\$25.33	\$26.08	\$26.85	\$28.15
CI- Head Custodian I	\$28.01	\$28.82	\$29.71	\$30.59	\$31.65
CII- Head Custodian II	\$28.65	\$29.52	\$30.42	\$31.32	\$32.60

2024-2025

Step	1	2	3	4	5
CWI- Custodian I	\$21.76	\$22.40	\$23.06	\$23.77	\$24.47
CWII- Custodian II	\$25.31	\$26.09	\$26.86	\$27.66	\$28.99
CI- Head Custodian I	\$28.85	\$29.69	\$30.60	\$31.50	\$32.60
CII- Head Custodian II	\$29.51	\$30.41	\$31.33	\$32.26	\$33.58

2025-2026

Step	1	2	3	4	5
CWI- Custodian I	\$22.30	\$22.96	\$23.63	\$24.36	\$25.08
CWII- Custodian II	\$25.94	\$26.75	\$27.53	\$28.35	\$29.71
CI- Head Custodian I	\$29.57	\$30.43	\$31.36	\$32.29	\$33.41
CII- Head Custodian II	\$30.25	\$31.17	\$32.11	\$33.06	\$34.42

2026-2027

Step	1	2	3	4	5
CWI- Custodian I	\$22.86	\$23.53	\$24.22	\$24.97	\$25.70
CWII- Custodian II	\$26.59	\$27.42	\$28.22	\$29.06	\$30.46
CI- Head Custodian I	\$30.31	\$31.19	\$32.15	\$33.10	\$34.25
CII- Head Custodian II	\$31.01	\$31.95	\$32.91	\$33.89	\$35.28

APPENDIX A
Page 2
Night Differential

2022-2023

Step	1	2	3	4	5
CWI – Custodian I	\$1.03	\$1.06	\$1.09	\$1.12	\$1.15
CWII – Custodian II	\$1.19	\$1.23	\$1.27	\$1.30	\$1.37
CI – Head Custodian I	\$1.36	\$1.40	\$1.44	\$1.48	\$1.54
CII – Head Custodian II	\$1.39	\$1.43	\$1.48	\$1.52	\$1.58

2023-2024

Step	1	2	3	4	5
CWI – Custodian I	\$1.06	\$1.09	\$1.12	\$1.15	\$1.19
CWII – Custodian II	\$1.23	\$1.27	\$1.30	\$1.34	\$1.41
CI – Head Custodian I	\$1.40	\$1.44	\$1.49	\$1.53	\$1.58
CII – Head Custodian II	\$1.43	\$1.48	\$1.52	\$1.57	\$1.63

2024-2025

Step	1	2	3	4	5
CWI – Custodian I	\$1.09	\$1.12	\$1.15	\$1.19	\$1.22
CWII – Custodian II	\$1.27	\$1.30	\$1.34	\$1.38	\$1.45
CI – Head Custodian I	\$1.44	\$1.48	\$1.53	\$1.58	\$1.63
CII – Head Custodian II	\$1.48	\$1.52	\$1.57	\$1.61	\$1.68

2025-2026

Step	1	2	3	4	5
CWI – Custodian I	\$1.12	\$1.15	\$1.18	\$1.22	\$1.25
CWII – Custodian II	\$1.30	\$1.34	\$1.38	\$1.42	\$1.49
CI – Head Custodian I	\$1.48	\$1.52	\$1.57	\$1.61	\$1.67
CII – Head Custodian II	\$1.51	\$1.56	\$1.61	\$1.65	\$1.72

2026-2027

Step	1	2	3	4	5
CWI – Custodian I	\$1.14	\$1.18	\$1.21	\$1.25	\$1.29
CWII – Custodian II	\$1.33	\$1.37	\$1.41	\$1.45	\$1.52
CI – Head Custodian I	\$1.52	\$1.56	\$1.61	\$1.65	\$1.71
CII – Head Custodian II	\$1.55	\$1.60	\$1.65	\$1.69	\$1.76

APPENDIX B

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

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

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

(continued on next page) 2

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

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

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

Cigna Dental Benefit Summary
West Hartford Public Schools Premier
Plan Effective Date: 07/01/2019



Insured by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations.

Cigna Dental PPO				
Network Options	In-Network: State of Connecticut Network		Non-Network: See Non-Network Reimbursement	
Reimbursement Levels	Based on Contracted Fees		Based on Billed Charge	
Calendar Year Benefits Maximum Applies to: Class I, II, III & V expenses	\$1,500		\$1,500	
Calendar Year Deductible				
Individual	\$50		\$50	
Family	\$150		\$150	
Benefit Highlights	Plan Pays	You Pay	Plan Pays	You Pay
Class I: Diagnostic & Preventive Oral Evaluations Prophylaxis: routine cleanings X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Space Maintainers: non-orthodontic Emergency Care to Relieve Pain	100% No Deductible	No Charge	100% No Deductible	No Charge
Class II: Basic Restorative Restorative: fillings (amalgam & composite) Endodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: Bridges, Crowns and Inlays Repairs: Dentures Denture Relines, Rebases and Adjustments	100% After Deductible	No Charge	100% After Deductible	No Charge
Class III: Major Restorative Inlays and Onlays Prosthesis Over Implant Crowns: prefabricated stainless steel / resin Crowns: permanent cast and porcelain Bridges and Dentures	50% After Deductible	50% After Deductible	50% After Deductible	50% After Deductible
Class IV: Orthodontia Coverage for Employee and All Dependents Lifetime Benefits Maximum: \$600	60% No Deductible	40% No Deductible	60% No Deductible	40% No Deductible
Class V: TMJ Occlusal orthotic device and adjustment Calendar Year Maximum: \$1,500	60% After Deductible	40% After Deductible	60% After Deductible	40% After Deductible
Class VI: Periodontal Calendar Year Maximum: \$500	100% After Deductible	No Charge	100% After Deductible	No Charge
Benefit Plan Provisions:				
In-Network Reimbursement	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.			
Non-Network Reimbursement	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Billed Charge.			
Cross Accumulation	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.			
Calendar Year Benefits Maximum	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.			
Calendar Year Deductible	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.			
Late Entrant Limitation Provision	No coverage until next open enrollment. This provision does not apply to new hires.			
Pretreatment Review	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.			

Alternate Benefit Provision	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses. This provision does not
Oral Health Integration Program (OHIP)	Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with the following medical conditions: diabetes, heart disease, stroke, maternity, head and neck cancer radiation, organ transplants and chronic kidney disease. There's no additional charge for the program, those who qualify get reimbursed 100% of coinsurance for certain related dental procedures. Eligible customers can also receive guidance on behavioral issues related to oral health and discounts on prescription and non-prescription dental products. Reimbursements under this program are not subject to the annual deductible, but will be applied to and are subject to the plan annual maximum. Discounts on certain prescription and non-prescription dental products are available through Cigna Home Delivery Pharmacy only, and you are required to pay the entire discounted charge. For more information including how to enroll in this program and a complete list of program terms and eligible medical conditions, go to www.mycigna.com or call customer service 24/7 at 1.800.CIGNA24.
Timely Filing	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
Benefit Limitations:	
Oral Evaluations	2 per calendar year
X-rays (routine)	Bitewings: 2 per calendar year
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months
Diagnostic Casts	Payable only in conjunction with orthodontic workup
Cleanings	2 per calendar year including periodontal maintenance procedures following active therapy
Fluoride Application	1 per calendar year for children under age 19
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months for children under age 16
Space Maintainers	Limited to non-orthodontic treatment for children under age 19
Inlays, Crowns, Bridges, Dentures and Partial	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Benefit Exclusions:	
Covered Expenses will not include, and no payment will be made for the following:	
Procedures and services not included in the list of covered dental expenses;	
Diagnostic: cone beam imaging; Preventive Services: instruction for plaque control, oral hygiene and diet;	
Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars;	
Periodontics: bite registrations; splinting;	
Prosthodontic: precision or semi-precision attachments; initial placement of a complete or partial denture per plan guidelines;	
Implants: implants or implant related services;	
Procedures, appliances or restorations, except full dentures, whose main purpose is to: change vertical dimension; stabilize periodontally involved teeth; or restore occlusion;	
Athletic mouth guards; services performed primarily for cosmetic reasons; personalization; replacement of an appliance per benefit guidelines;	
Services that are deemed to be medical in nature; services and supplies received from a hospital; Drugs: prescription drugs	
Charges in excess of the Billed Charge.	

This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

Cigna Dental PPO plans are insured and/or administered by Cigna Health and Life Insurance Company (CHLIC) or Connecticut General Life Insurance Company (CGLIC), with network management services provided by Cigna Dental Health, Inc. and certain of its subsidiaries. In Texas, the insured dental plan is known as Cigna Dental Choice, and this plan uses the national Cigna DPPO network.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. Policy forms (for insured dental plans) in OK: HP-POL99 (CHLIC), GM6000 ELI288 et al (CGLIC); OR: HP-POL68; TN: HP-POL69/HC-CER2V1 et al (CHLIC). The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

© 2019 Cigna / version 06192017

Cigna Dental Benefit Summary
West Hartford Public Schools - Preferred
Plan Effective Date: 7/01/2019



Insured by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations.

Cigna Dental PPO				
Network Options	In-Network: State of Connecticut Network		Non-Network: See Non-Network Reimbursement	
Reimbursement Levels	Based on Contracted Fees		Maximum Allowable Charge	
Calendar Year Benefits Maximum Applies to: Class I, II & III, expenses	Unlimited		\$500	
Calendar Year Deductible				
Individual	\$0		\$100	
Family	\$0		\$300	
Benefit Highlights	Plan Pays	You Pay	Plan Pays	You Pay
Class I: Diagnostic & Preventive Oral Evaluations Prophylaxis: routine cleanings X-rays: routine X-rays: non-routine Fluoride Application Space Maintainers: non-orthodontic Emergency Care to Relieve Pain	100% No Deductible	No Charge	50% No Deductible	50% No Deductible
Class II: Basic Restorative Restorative: fillings (amalgam & composite) Endodontics: minor and major Periodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: Bridges, Crowns and Inlays Repairs: Dentures Denture Relines, Rebases and Adjustments Sealants: per tooth	80% No Deductible	20% No Deductible	50% After Deductible	50% After Deductible
Class III: Major Restorative Inlays and Onlays Prosthesis Over Implant Crowns: prefabricated stainless steel / resin Crowns: permanent cast and porcelain Bridges and Dentures	60% No Deductible	40% No Deductible	50% After Deductible	50% After Deductible
Class IV: Orthodontia Coverage for Employee and All Dependents Lifetime Benefits Maximum: \$3,000	50% No Deductible	50% No Deductible	Not Covered	Not Covered
Benefit Plan Provisions:				
In-Network Reimbursement	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.			
Non-Network Reimbursement	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Maximum Allowable Charge. The dentist may balance bill up to their usual fees.			
Cross Accumulation	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.			
Calendar Year Benefits Maximum	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.			
Calendar Year Deductible	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.			
Late Entrant Limitation Provision	No coverage until next open enrollment. This provision does not apply to new hires.			
Pretreatment Review	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.			

Alternate Benefit Provision	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses. This provision does not apply to fillings.
Oral Health Integration Program (OHIP)	Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with the following medical conditions: diabetes, heart disease, stroke, maternity, head and neck cancer radiation, organ transplants and chronic kidney disease. There's no additional charge for the program, those who qualify get reimbursed 100% of coinsurance for certain related dental procedures. Eligible customers can also receive guidance on behavioral issues related to oral health and discounts on prescription and non-prescription dental products. Reimbursements under this program are not subject to the annual deductible, but will be applied to and are subject to the plan annual maximum. Discounts on certain prescription and non-prescription dental products are available through Cigna Home Delivery Pharmacy only, and you are required to pay the entire discounted charge. For more information including how to enroll in this program and a complete list of program terms and eligible medical conditions, go to www.mycigna.com or call customer service 24/7 at 1.800.CIGNA24.
Timely Filing	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
Benefit Limitations:	
Oral Evaluations	2 per calendar year
X-rays (routine)	Bitewings: 2 per calendar year
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months
Diagnostic Casts	Payable only in conjunction with orthodontic workup
Cleanings	2 per calendar year, including periodontal maintenance procedures following active therapy
Fluoride Application	1 per calendar year for children under age 19
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months for children under age 16
Space Maintainers	Limited to non-orthodontic treatment for children under age 19
Inlays, Crowns, Bridges, Dentures and Partial	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Benefit Exclusions:	
Covered Expenses will not include, and no payment will be made for the following:	
Procedures and services not included in the list of covered dental expenses;	
Diagnostic: cone beam imaging; Preventive Services: instruction for plaque control, oral hygiene and diet;	
Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars;	
Periodontics: bite registrations; splinting;	
Prosthodontic: precision or semi-precision attachments; initial placement of a complete or partial denture per plan guidelines;	
Implants: implants or implant related services;	
Procedures, appliances or restorations, except full dentures, whose main purpose is to: change vertical dimension; diagnose or treat conditions or dysfunction of the temporomandibular joint (TMJ); stabilize periodontally involved teeth; or restore occlusion;	
Athletic mouth guards; services performed primarily for cosmetic reasons; personalization; replacement of an appliance per benefit guidelines;	
Services that are deemed to be medical in nature; services and supplies received from a hospital; Drugs: prescription drugs	
Charges in excess of the Maximum Allowable Charge.	

This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

Cigna Dental PPO plans are insured and/or administered by Cigna Health and Life Insurance Company (CHLIC) or Connecticut General Life Insurance Company (CGLIC), with network management services provided by Cigna Dental Health, Inc. and certain of its subsidiaries. In Texas, the insured dental plan is known as Cigna Dental Choice, and this plan uses the national Cigna DPPO network.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. Policy forms (for insured dental plans) in OK: HP-POL99 (CHLIC), GM6000 ELI288 et al (CGLIC); OR: HP-POL68; TN: HP-POL69/HC-CER2V1 et al (CHLIC). The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

APPENDIX C

Custodial Longevity Program

6 to 9 years of service	\$250
10 to 14 years of service	\$350
15 to 19 years of service	\$500
20 to 24 years of service	\$550
25 or more years of service	\$600

Longevity payment shall be made in a lump sum on the first (1st) payday following the employee's anniversary date of employment.

If employment terminates for reason other than cause between anniversary dates, an employee who is eligible for longevity shall receive payment as follows:

- a. less than three (3) months service following the anniversary date -- no payment.
- b. three (3) months service but less than six (6) months service following the anniversary date -- one quarter (1/4) payment.
- c. six (6) months service but less than nine (9) months service following the anniversary date -- one-half (1/2) payment.
- d. nine (9) months service but less than 12 months service following the anniversary date -- three quarters (3/4) payment.

APPENDIX D

Union Deduction Authorization Form

AFSCME
STRONG

Council 4

Yes! I am AFSCME Strong.
I want a strong voice at work and in my community

Yes, sign me up to:

Talk to colleagues at work

Make phone calls to AFSCME members for campaigns

Knock AFSCME member doors during campaigns

Membership — Public Sector

**American Federation of State, County and Municipal Employees
Membership and Authorization for Dues Deduction**

Please Print Legibly

I hereby apply for membership in AFSCME Council 4 (hereafter the "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assign to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union, subject to the revocation provisions in the General Statutes of Connecticut. For municipal Employees, if the applicable collective-bargaining agreement does not address revocation, then this voluntary authorization and assignment shall remain in effect, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not more than ten (10) days before and not more than twenty (20) days after the end of any yearly period. The applicable collective-bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. This authorization and assignment shall remain in effect if my employment with the Employer ends and I am later re-employed by the Employer.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, state law may extend favored tax treatment.

Local Union #	Department	
Last Name	First Name	M.I.
Street Address	Apt. No.	
City	State	ZIP Code
XXX-XX-____	Payroll No.	
Last Four of SSN	Personal Cell Phone No.*	
Personal E-mail	Date Signed	
Signature		

*By providing your cell phone number you consent to receive calls (including recorded or autodialed calls, or texts) at that number from AFSCME and its affiliated labor, political and charitable organizations on any subject matter. Your carrier's rates may apply. You may modify your preferences by calling the Union at 860-224-4000.

APPENDIX E

Agreement—Contracting/Subcontracting, Number of Bargaining Unit Positions, Non Negotiable Issues

The Board of Education shall not contract or subcontract any custodial bargaining unit work for the duration of this collective bargaining agreement. The Board agrees to maintain and fill the present number of bargaining unit positions (76 full-time equivalents) for the duration of this collective agreement.

This issue, as well as the issue of the right of the employer to hire part-time workers, shall not be subjects for future negotiations during the life of this agreement.