AGREEMENT
between
WEST HARTFORD BOARD OF EDUCATION
and
UNITE HERE!
LOCAL 217 AFL-CIO
CAFETERIA WORKERS

Duration 7/1/2018 - 6/30/2022

Ratification Date: 9/17/2019
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This Agreement has been made and entered into this 17th day of September 2019, by and between the WEST HARTFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") and UNITE HERE! LOCAL 217, AFL-CIO (hereinafter referred to as the "Union").

PREAMBLE

Both the Board and the Union encourage peaceful and mutually respectful relations between the Board, the Board's agents, and the employees.

Both the Board and the Union are committed to providing quality service for the West Hartford students. The parties agree to cooperate with all reasonable efforts to act in the interest of good service to the West Hartford students.

ARTICLE 1
RECOGNITION

1.1 The Board recognizes the Union as the exclusive bargaining representative for the purposes of collective bargaining in respect to wages, hours and other conditions of employment for all school cafeteria employees employed by the West Hartford Board of Education, including all permanent substitutes, but excluding all supervisors and managers as defined by the Municipal Employee Relations Act in accordance with Decision No. 3182 of the Connecticut State Board of Labor Relations, and the document, dated May 26, 1994, executed by the Board, attached hereto, voluntarily recognizing the permanent substitutes as members of the unit.

ARTICLE 2
BOARD OF EDUCATION RIGHTS

2.1 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 ensure 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. Any successor employer shall assume the terms
of this contract and offer employment to current employees. 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.

2.2 The above rights, responsibilities and prerogatives are inherent in the Board of Education and the
Superintendent or his/her designee 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 proceeding, but the manner of exercise of such rights may be subject to
the grievance procedure described in this Agreement.

ARTICLE 3
UNION SECURITY

3.1 During the term of this Agreement, all employees in the bargaining unit, upon completion of the
probation period as set forth in Article 6, may, either become members of the Union or pay to the
Union a service fee equivalent to the membership fee.

3.2 The Board shall provide a list of bargaining unit employees with names, addresses, school worked
in and hours worked per day as of September 15th each year to the Union. However, the Board
shall not be obligated to supply the addresses and/or telephone numbers of any employee who
objects, in writing, to the provision of such information to the Union.
ARTICLE 4
DUES DEDUCTION

4.1 The Employer shall make deductions from each paycheck for dues and fees as instructed by the Secretary-Treasurer of the Union. Union dues will be calculated as a percentage of all gross taxable earnings. The Employer will not exceed the maximum weekly deduction for current dues as set by the Union. The Union will give the Employer as least thirty (30) days written notice of changes to the calculation percentage and maximum deductions.

4.2 Deductions for missed dues shall be made from all earnings; including wages for hours worked, paid, holidays, sick days, vacation days, and other paid time, for the amount of the weekly maximum until the outstanding balance is paid in full. Except for the deduction of the initiation fee, reinstatement fee or other special fees as instructed by the Secretary-Treasurer of the Union, in no case shall the Employer deduct more than double the weekly maximum deduction form a single paycheck.

4.3 No later than the tenth (10th) day of each month, the Employer shall submit one check for the total of the previous month’s dues deductions. The Secretary-Treasurer shall approve an Automated Clearing House (ACH) transfer of funds arrangement if requested by the Employer. No later than the tenth (10th) day of each month, the Employer shall, either send to the Union by encrypted email or deposit on the secure website provided by the Union, the following information in a manipulatable electronic format; a list of all bargaining unit members, showing their names, employee ID numbers, dates of hire, the hours paid each week, gross earnings for each week, the weekly deduction for current union dues, the weekly deduction for missed dues, and the weekly deduction for initiation fee, reinstatement fee or special fee, and the reason if no deduction was made that week.

4.4 Together with the list above, the Employer shall also provide a list of the previous month’s new hires showing their: names, employee ID, addresses, dates of hire, hourly rates, job classifications, and scheduled hours, and a list of the previous month’s terminations and leaves of absences (LOA) including name, social security number, and date of termination or LOA start date.

4.5 The Employer shall deduct and transmit to the Treasurer of UNITEHERE TIP Campaign Committee the amount of the contribution specified for each payroll or other designated period worked from wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next schedule pay period, on the form provided for that purpose by the UNITEHERE TIP Campaign Committee. These transmittals shall occur no later than the fifteenth (15th) day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his/her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contributions amount. The parties acknowledge that the Employer’s cost of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary,
and. benefits provision of this Agreement. The Employer shall send these transmittals and this list to: UNITEHERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001, Attn: Treasurer.

**ARTICLE 5**
**NO DISCRIMINATION**

5.1 Neither the Board nor the Union shall discriminate against any employee covered by this Agreement on account of race, color, creed, national origin, sex, age, disability, union activity, sexual orientation, political affiliation or any other basis prohibited by law.

**ARTICLE 6**
**PROBATIONARY PERIOD**

6.1 New employees shall be considered probationary for a period of forty (40) working days from the date of hire. Such employees may be discharged at will during this probationary period and no such discharge shall be subject to the grievance or arbitration procedure. Once the probation period has been successfully completed, seniority shall be retroactive to the date of hire.

(a) A newly hired employee shall not become eligible for personal leave benefits, sick leave benefits and holiday pay, under this Article until s/he has worked 40 days.

**ARTICLE 7**
**UNION ACTIVITY**

7.1 It is agreed that Union business will be carried on outside of working hours to the extent possible. In all cases, the Union representative will follow the visitor policy of the school, and will notify the Supervisor or Area Manager immediately upon arrival. If the Area Manager is not on site, the Union representative will immediately notify the Central Office Coordinator. It is understood that union activity under this Article will pertain only to union business that directly concerns the members of this bargaining unit in their capacities as employees of the Board.

7.2 A bulletin board for the use of the Union shall be provided at each school.

7.3 The Union shall notify the Budget and Business Administrator of the names of the current Union stewards.

7.4 The Union may appoint an unlimited number of stewards; however, only three (3) Union stewards shall have super seniority for the purpose of layoff and recall.

7.5 The Board agrees to allow this bargaining unit four (4) work days per year in paid leave for the purpose of attending official Union conventions and conferences. The Union may determine which employee shall be entitled to this day. The Union shall give at least ten (10) working days’ notice
prior to such leave. In addition, the Board agrees to allow this bargaining unit up to four (4) work days per year in unpaid leave for the purpose of attending official Union conventions and conferences. Only one employee may be absent at a time.

ARTICLE 8
GRIEVANCE PROCEDURE

8.1 Definitions:

(a) Type A;
A Type A grievance is hereby defined to mean a dispute between an employee or the Union and the Administration or the Board concerning the interpretation or application of this Agreement.

(b) Type B;
A Type B grievance is hereby defined as a complaint by an employee that an action taken or refused by an administrator is unfair.

8.2 Procedure

Note: Nothing in this Article shall be construed to prevent an employee from discussing a potential grievance informally with his/her immediate supervisor in an attempt to resolve the matter at that level, prior to initiating a formal grievance under the procedures below.

(a) Level One Manager (Type A and Type B)

1. An employee who believes he/she has a grievance shall initiate the formal grievance process by discussing it with the Operation’s Manager in an attempt to resolve the matter at that level.

2. The Manager shall adjust the grievance at once, or notify the employee and/or his/her representative of his or her decision within five (5) working days following the day that the grievance is presented.

(b) Level Two - Budget and Business Services Administrator (Type A and B)

1. In the event that such employee is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within five (5) working days following the final meeting at Level One, the employee may advance his/her grievance to the Budget and Business Services Administrator. The grievance shall be submitted in writing stating:

   a. the facts of the grievance;
   b. the provision or provisions of this Agreement allegedly misinterpreted or misapplied; and

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c. the remedy sought.

Such written statement must be received by the Budget and Business Services Administrator within ten (10) working days following the final meeting at Level One.

2. The Budget and Business Services Administrator or his designee shall meet with the aggrieved employee within ten (10) working days following receipt of the written statement of grievance. The Budget and Business Services Administrator or his designee shall render a decision--such decision to be received by the grievant within five (5) working days following the final meeting at Level Two.

(c) Level Three - Superintendent of Schools (Type A and B)

1. In the event that such employee is not satisfied with the disposition of his/her grievance at Level Two, or in the event that no decision has been rendered within five (5) working days following the final meeting at Level Two, the Union may request the Superintendent of Schools, or a designee of the Superintendent, to review the grievance.

2. Such request for review shall be in writing, and the Superintendent or his or her designee must receive it within five (5) working days following the completion of the procedure set forth under Step Two. This request for review may, if necessary, include an amendment to the provision(s) of this Agreement which were previously identified as being allegedly misinterpreted or misapplied under paragraph (b)(1)(b) of this Article. Such amendment must be submitted in writing to the Superintendent or his/her designee at least one (1) business day prior to the meeting specified in section (3) below.

3. The Superintendent or his/her designee shall meet with a representative of the Union to review the grievance within ten (10) working days following receipt of the request for review.

4. The Superintendent or his or her designee shall render a written decision on the review to the Union within five (5) working days following the conclusion of such meeting.

(d) Level Four - Arbitration

1. Binding Arbitration - Type A

a. In the event that such Union is not satisfied with the disposition of the grievance at Level Three, such grievance may be presented by the Union to
the Connecticut Board of Mediation and Arbitration for arbitration in accordance with its administrative procedures, practices and rules, or, if the parties mutually agree, to the American Arbitration Association for arbitration in accordance with the Rules and Procedures of the American Arbitration Association.

b. The Union must notify the Superintendent or his/her designee in writing of its intention to submit a grievance to arbitration within fifteen (15) working days following receipt of the decision of the Superintendent at Level Three and must commence the process for arbitration within twenty (20) working days following disposition of the grievance at level three (3).

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

8.3 Miscellaneous

(a) The Board and the Union agree that:

1. Every reasonable effort should be made to resolve grievances at the administrative level most directly involved.

2. Nothing herein contained shall be construed as limiting the right of any member of the unit having a grievance to discuss the matter informally with any appropriate member of the administration provided that no settlement is reached that is in violation of any provision of this Agreement.

(b) A grievance that affects a group or class of members in the Unit may be submitted only by the Union and the processing of group or class grievances shall commence at Level Two.

(c) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at any level should be considered as maximum and every effort should be made to expedite the process. The time limits specified at all levels may be extended by the mutual agreement of the Superintendent of Schools or his designee and the Union.

(d) Any grievance not presented for disposition through the grievance procedure set forth above within fifteen (15) workdays of the occurrence of the condition giving rise thereto, or within fifteen (15) workdays of the employee's or the Union's notice or knowledge thereof, 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 the decision of a grievance within the specified time limits shall mean that the grievant accepts the decision and the grievance has been resolved.

(e) No reprisals of any kind shall be taken by either party or by any of the administration against anyone by reason of participation in the grievance procedure.

(f) All costs and expenses of arbitration shall be borne equally by the Board and the Union, except that each party shall pay for its own legal counsel.

ARTICLE 9
HOURS OF WORK AND OVERTIME

9.1 Hours of Work

(a) The Superintendent or his or her designee shall establish work schedules prior to the beginning of the school year. Hours of work shall not be reduced during the school year.

(b) Employees shall be notified of any changes to the total number of hours which they are assigned a minimum of two (2) weeks in advance when possible.

(c) Employees shall not work beyond their scheduled shifts without the express permission of their supervisors. Employees shall be compensated for all authorized hours worked.

(d) If an employee reports to work and is sent home, s/he will be paid for his/her scheduled hours. There will be three permanent subs.

(e) The Board of Education reserves the right to add one (1) additional paid work day with a minimum of four (4) hours scheduled for State or Federally mandated Child Nutrition training. This additional work day will be on a non-school day, i.e. Rosh Hashanah, Yom Kippur, Election day.

9.2 Overtime

In all circumstances, overtime pay shall be one and one-half times an employee's regular rate of pay. In no instance shall there be pyramiding (i.e. payment of overtime-on-overtime) of overtime. For the purposes of this Agreement, overtime shall be defined as:

(a) time actually worked in excess of forty (40) hours in one week; or

(b) catering work performed at times outside the normal school day or normal school week and which is not in connection with the regular preparation of school meals.
(e) time spent actually performing regular cafeteria work in excess of eight (8) hours in any single calendar day.

ARTICLE 10
SENIORITY

10.1 The Board shall prepare a list of all employees in the bargaining unit showing their seniority, if any, in length of service as cafeteria workers with the Board and deliver the same to the Union by September 15 of each year.

10.2 Employees accrue seniority from their most recent date of hire as cafeteria workers with the Board.

10.3 An employee shall lose his/her seniority upon his/her retirement, resignation, or discharge for cause. An employee shall be considered to have resigned if he/she:

(a) Fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions beyond the control of the employee, and provided the employee made reasonable efforts to notify his or her supervisor of the delay in returning to work.

(b) Is absent from work for three (3) consecutive workdays without notifying the Board of the reason for the absence, if the reason for such absence is within the control of the employee.

(c) Is promoted out of the bargaining unit.

ARTICLE 11
JOB VACANCIES AND TRANSFERS

11.1 Vacancies

(a) When a bargaining unit cafeteria position is to be filled, the job will be posted in all schools for a period of five (5) working days before applications are closed. All members of the bargaining unit shall be eligible to apply for the position.

(b) The Board shall award the position based on seniority, ability, qualifications, and work history. If two (2) or more employees are relatively equally qualified by reason of qualifications, ability, and work history, seniority shall be the determining factor. If no employee is qualified for the vacant position the Board may hire a new employee.

(c) If practical, the Board will fill open positions within five (5) working days of the end of a posting period.

(d) Any employee who performs the duties of a higher classification shall receive the higher
rate of pay for the balance of all time worked in such classification.

11.2 Transfers

(a) Transfers of cafeteria personnel between schools may be initiated in the sole discretion of the Superintendent or his/her designee. In making personnel transfers, the needs and interests of the affected parties will be given every consideration, but the overall welfare of the school system, in the sole discretion of the Superintendent or his/her designee, will be considered as paramount when personnel transfers are deemed to be necessary. The Superintendent or his/her 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 the grievance procedures contained in Article 8.

ARTICLE 12
GENERAL PROVISIONS

12.1 Except as provided in Article 2.1(h), bargaining unit work shall be done by bargaining unit employees only except in case of emergency, for job training purposes or to augment unforeseen service needs.

12.2 The Board shall set up an account for each employee (excepting the Driver) of $150. The employee may use the money as they choose towards the designated uniform. The Board will provide aprons and visors. The Board shall reimburse the Driver up to $250 for the purchase of appropriate uniforms, outerwear and shoes.

12.3 All employees shall receive mileage reimbursement at the current I.R.S. rate when required to drive to different schools.

12.4 It is the responsibility of management to train employees. If an employee is specifically asked to train a co-worker (employees have the right to refuse), s/he will be paid $3 per hour premium pay to a maximum of 25 hours per employee.

ARTICLE 13
COMPENSATION

13.1 Employees shall be paid in accordance with Appendix A.

13.2 There shall be two categories of cafeteria workers:

(a) General Nutrition Worker

(b) Cook/Baker, Truck Drivers, Head Cashier

Employees in category b shall be paid in accordance with Appendix A
13.3 While some employees in the General Nutrition Worker classification may ordinarily or normally perform a specific duty or range of duties (e.g. cashier, dishwashing), it is understood that all such employees may be required to perform any of the duties of a General Nutrition Worker in order to ensure the efficient and smooth running of the food service operation.

13.4 Longevity:

An employee shall receive the applicable annual longevity amount on the first pay day following his/her anniversary date of employment provided he/she fulfills the applicable conditions of longevity.

An employee whose anniversary date of employment follows the last workday of the work year but precedes the first workday of the ensuing work year and whose employment terminates subsequent to the last workday of the work year but prior to the first workday of the ensuing work year shall receive the applicable annual longevity amount within thirty (30) days following termination.

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<td>Completion of 15 to 19 years continuous employment</td>
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<td>Completion of 20 or more years continuous employment</td>
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**ARTICLE 14**

**PAID HOLIDAYS**

14.1 Effective July 1, 1994, employees shall receive Memorial Day off with pay, calculated at their regularly scheduled number of hours of work per day. Effective July 1, 1995, employees shall receive the following days off with pay, calculated at their regularly scheduled number of hours of work per day:

(a) Memorial Day  
(b) Indigenous Peoples Day  
(c) Thanksgiving Day  
(d) Day after Thanksgiving  
(e) Christmas Day  
(f) New Year's Day  
(g) Martin Luther King Jr.'s Day  
(h) Good Friday, or another religious holiday of the employee's choice  
(i) Labor Day

14.2 To receive holiday pay, the employee must work the scheduled day before and the scheduled day after the holiday, unless excused by the employer.
ARTICLE 15
LEAVE OF ABSENCE

15.1 Sick Leave

(a) Effective July 1, 1995, employees are entitled to sick leave with full pay for personal illness of up to ten (10) days annually (based on the rate of 1 day per month), cumulative to one hundred thirty (130) days.

(b) The Board shall annually provide the Union with a list showing the amount of accumulated sick leave for each employee.

(c) If requested by the Superintendent or his designee, an employee shall provide a certificate from his/her physician confirming that his/her absence is or has been due to illness when the employee has been absent five (5) or more consecutive workdays or ten (10) or more nonconsecutive workdays.

(d) An employee shall not lose sick leave days when absent under worker's compensation.

(e) Sick leave shall be available for use by employees in the event of their own illness, injury, pregnancy or emergency medical appointments which cannot be scheduled outside of working hours. In addition, after leave provided in Section 15.5 is exhausted, employees may used up to three (3) days sick leave for family illness leave, personal leave or bereavement leave in accordance with that section.

(f) On voluntary termination of employment, an employee, hired prior to 6/30/2011, who has completed at least ten (10) consecutive years of employment with the Board and is fifty-five years of age or older shall be paid the equivalent of one-half (1/2) of his/her total accumulated sick leave to a maximum of forty-five (45) days. Such payment shall be based on the employee's then current regular-time daily wage rate. All employees hired after 6/30/2011 shall accumulate sick leave according to the collective bargaining agreement but will not be paid unused sick leave upon retirement.

15.2 Jury Duty

(a) Each regularly scheduled employee shall be entitled to the difference between his or her jury duty pay and his or her regular rate of pay.

15.3 Workers' Compensation

(a) Each regularly scheduled employee out on workers' compensation leave shall be entitled to the difference between such employee's net (after tax) rate of pay and the compensation provided in workers' compensation benefits for the first sixty (60) calendar days (excluding
the months of July and August) of his or her work-related injury.

15.4 Pregnancy, Childbearing and Childrearing Leave

(a) Applicable provisions of Connecticut or federal law shall apply concerning leave for disability resulting from pregnancy and childbirth.

(b) The Board may, in its discretion, grant additional childrearing leave without wages or any benefit for the balance of a work year following the period of disability for pregnancy and childbearing. The employee shall have the right to continue his or her insurance at his or her own expense.

15.5 Family Illness, Bereavement, Holy Days and Personal Leave

(a) Effective July 1, 1995, employees shall be entitled to up to three (3) days leave annually for the reasons set forth below. In addition, employees may use up to three additional days annually for such purposes, provided that such days shall be deducted from sick leave:

1. Bereavement: leave for death in the immediate family (spouse, son, daughter, parent, sister, brother, grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, sister-in-law or brother-in-law or any long-term member of the employee's household); a maximum of one (1) of these days may be taken in the case of death of a close friend.

2. Family illness: leave for illness in the immediate family (spouse, son, daughter, parent or any relative by blood or marriage who is a long-term member of the employee's household).

3. Personal leave: leave for matters of pressing personal business that cannot be conducted outside of regular work hours.

4. Holy days: leave for formal religious observance of a holy day.

(b) Employees shall request such leave on a form approved by the Board.

(c) At the Superintendent's discretion, 2 additional days' leave may be granted.

15.6 Unpaid Leave of Absence

Upon written request, employees shall be entitled to up to twelve (12) weeks unpaid leave with continuation of benefits in accordance with the provisions of the Family and Medical Leave Act.
ARTICLE 16
INSURANCE

16.1 Only employees assigned 20 hours or more per week, are eligible for health insurance benefits.

16.2 The Board shall provide a PPO medical insurance plan and an HMO medical insurance plan, with the features set forth in Appendix B. For the PPO, the employee shall pay 15% of the premium for the duration of this agreement. For the HMO, the employee shall pay 10% of the cost of the premium for the duration of this agreement. Effective 7/1/2012 the employee shall pay 16% of the PPO premium and 11% of the HMO premium. Effective 7/1/2013 the employee shall pay 16.5% of the PPO premium and 11% of the HMO premium.

Effective July 1, 2019 the employer will provide only the State Partnership Plan to eligible employees. Enrolled employees shall pay the following monthly premium co-shares:

- 2019 – 2020: 14%
- 2020 – 2021: 14.5%
- 2021 – 2022: 15%

16.3 The Board will provide a Dental plan with the features set forth in Appendix C.

16.4 For eligible employees as described in 16.1 above, life insurance, not to exceed 1.5 times the employee's annual salary or a maximum of ten thousand dollars ($10,000), whichever is less, may be purchased at ten percent (10%) of the applicable insurance premium costs.

16.5 Employee shall be permitted to change his/her participation in insurance programs once annually during the open enrollment period in June to be effective in September, unless there is a change in status (e.g., marriage, divorce, death).

16.6 The Board shall make an IRS Section 125 Plan available to the employee making contributions for insurance benefits under 16.2 and 16.3 above.

16.7 The Board shall not deduct insurance contributions from the same paycheck as dues deduction.

16.8 The Board shall provide to employees a Long-Term Disability Plan.

ARTICLE 17
PENSION

17.1 Employees (hired prior to 6/1/2011) who are eligible to participate in the Pension Plan and do participate in the Pension Plan shall contribute the following percentages of their gross income:

- 2018 – 2019: 3.0%
- 2019 – 2020: 3.5%
2020 – 2021: 4.0%
2021 – 2022: 4.5%

The Defined Benefit Pension Plan will be grandfathered for all employees hired prior to 6/30/2011.

For bargaining unit employees who are Part B members of the Pension Plan, Section 30-12 of the Pension Ordinance shall be modified, effective July 1, 2004, to reflect the following:

(a) Any member who is hired by the Board of Education on or after July 1, 2004 and shall have attained the age of 65 years and completed 15 years of credited service or attained the age of 62 years and completed 35 years of credited service shall be eligible for retirement from active service and for a normal unreduced retirement allowance.

(b) Any member who is hired by the Board before July 1, 2004 and who retires on or after July 1, 2004 and who becomes eligible for a normal retirement by attaining at least the age of 55 and having at least 25 years of credited service or by attaining at least the age of 60 and having at least 10 years of credited service, and does not retire shall earn the following annual pension supplement for each full year beyond their normal retirement date:

<table>
<thead>
<tr>
<th>Years after Normal Retirement</th>
<th>Supplement Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$600</td>
</tr>
<tr>
<td>2</td>
<td>$600</td>
</tr>
<tr>
<td>3</td>
<td>$600</td>
</tr>
<tr>
<td>4</td>
<td>$600</td>
</tr>
<tr>
<td>5</td>
<td>$600</td>
</tr>
<tr>
<td>Each full year over 5</td>
<td>$600</td>
</tr>
</tbody>
</table>

The above supplement will not be a survivor benefit. The supplement shall be made annually in a single payment during the month of July, starting the first of July after the employee's retirement date.

Eligible employees hired after 6/30/2011 will participate in a Defined contribution plan. The Board will match 100% of the employee's contribution up to 6% of the employee's base wages to a 403B or 457 Plan.

**ARTICLE 18**

**DISCIPLINE**

18.1 Any disciplinary action the Board may take against an employee shall only be for just cause.

18.2 Whenever the Board notifies a cafeteria worker to attend a meeting for disciplinary reasons, the Board shall inform the cafeteria worker of his/her right to have a Union representative present at the meeting.
18.3 Whenever an employee is subject to formal discipline, the employee may submit a written response of explanation which will be attached to the record of such discipline in the employee's personnel file.

18.4 Where previous discipline is considered in a subsequent disciplinary action, the length of time elapsed, and the nature of the previous conduct shall be considered and given due weight in determining its relevance.

**ARTICLE 19**

**LAYOFF AND RECALL**

19.1 For the purposes of this Article, the following definitions shall apply:

(a) "Layoff shall mean a reduction in the number of total positions, or the number of benefit level positions within the bargaining unit

(b) "Hours Reduction" shall mean the reduction in hours of a bargaining unit position(s) to below benefit level or by a reduction of at least 20% of an employee's work hours

(c) "Recall" shall mean the offer to re-employ persons who have been laid off.

19.2 Layoff, because of either reduction in the number of positions or hours, shall be determined within but not among each of the following categories:

(a) General Nutrition Workers

(b) Cooks/Bakers

(c) Truck Drivers

(d) Head Cashiers

19.3 Within each category, the sole factor to be considered in determining layoff, either because of a reduction in the number of positions or hours, shall be length of continuous current employment as cafeteria workers with the Board. Any period of leave granted by the Board during the period of current employment shall not be recognized to be a part of continuous current employment.

19.4 The name of each employee who is laid off shall be placed on a recall list and remain on such list for eighteen (18) calendar months following their first day of layoff, or until such person has been recalled, whichever comes first.

19.5 Within each category, the laid off employee with the most seniority shall be recalled first and no new employees shall be hired until all laid off employees have been given the opportunity to return to work.

19.6 Union stewards, not to exceed three (3) in number, shall have super seniority in the event of a layoff.

19.7 Individuals who are recalled must respond to the recall notification within one (1) calendar week
following receipt of written notice of recall and must assume their assigned duties within two (2) weeks following receipt of written notice of recall. If an individual fails to respond within one (1) week or fails to assume his or her assigned duties within two (2) weeks, he or she will be considered to have declined recall and shall be taken off the recall list.

ARTICLE 20
DURATION

20.1 This Agreement shall be effective upon the signatures of both parties and shall be in full force and effect until June 30, 2022

IN WITNESS WHEREOF, the parties have set their hands this ___ day of November, 2019.

WEST HARTFORD BOARD OF EDUCATION

By: __________________________

Date: ___________/________/2020

UNITE HERE! LOCAL 217 AFL-CIO

By: __________________________

Date: ___________/________/2020
# APPENDIX A

## WAGES

### GENERAL & TECHNICAL NUTRITION ASSISTANTS

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-2020</td>
<td>NA</td>
<td>11.20</td>
<td>11.86</td>
<td>12.51</td>
<td>13.18</td>
<td>13.82</td>
<td>14.47</td>
<td>15.16</td>
<td>15.82</td>
<td>16.52</td>
<td>17.21</td>
<td>18.79</td>
</tr>
<tr>
<td>2021-2022</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>13.02</td>
<td>13.71</td>
<td>14.38</td>
<td>15.06</td>
<td>15.77</td>
<td>16.46</td>
<td>17.19</td>
<td>17.90</td>
<td>19.93</td>
</tr>
</tbody>
</table>

Employees not at maximum shall advance one step at the beginning of each year, provided that they were employed at least ninety (90) days in the previous year.

**2018 – 2019:** Employees will receive a $600.00 signing bonus payable upon ratification. Employees hired on or before August 30, 2018 shall receive a one-time $600.00 stipend. Employees hired after August 30, 2018 but before April 1, 2019 shall receive a one-time $300.00 stipend.

**2019 – 2020:** 2% General Wage Increase plus a step. Drop Step 1 in Appendix A (lowest rate of pay is $11.20). Employees who have maxed out on Appendix A shall receive 3% General Wage Increase.

**2020 – 2021:** 2% General Wage Increase plus a step. Drop Step 2 in Appendix A (lowest rate of pay is $12.10). Employees who have maxed out on Appendix A shall receive 3% General Wage Increase.

**2021 – 2022:** 2% General Wage Increase plus a step. Drop Step 3 in Appendix A (lowest rate of pay is $13.02). Employees who have maxed out on Appendix A shall receive 3% General Wage Increase.
APPENDIX A-2
WAGES

BAKER, COOK, HEAD-CASHIER, TRUCK DRIVER

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-2020</td>
<td>NA</td>
<td>11.94</td>
<td>12.64</td>
<td>13.27</td>
<td>13.89</td>
<td>14.57</td>
<td>15.21</td>
<td>15.92</td>
<td>16.56</td>
<td>17.29</td>
<td>17.83</td>
<td>19.64</td>
</tr>
<tr>
<td>2021-2022</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>13.81</td>
<td>14.45</td>
<td>15.16</td>
<td>15.82</td>
<td>16.56</td>
<td>17.23</td>
<td>17.99</td>
<td>18.55</td>
<td>20.84</td>
</tr>
</tbody>
</table>

Employees not at maximum shall advance one step at the beginning of the year, provided that they were employed at least ninety (90) days in the previous year.

**2018 – 2019:** Employees will receive a $600.00 signing bonus payable upon ratification. Employees hired on or before August 30, 2018 shall receive a one-time $600.00 stipend. Employees hired after August 30, 2018 but before April 1, 2019 shall receive a one-time $300.00 stipend.

**2019 – 2020:** 2% General Wage Increase plus a step. Drop Step 1 in Appendix A (lowest rate of pay is $11.94). Employees who have maxed out on Appendix A shall receive 3% General Wage Increase.

**2020 – 2021:** 2% General Wage Increase plus a step. Drop Step 2 in Appendix A (lowest rate of pay is $12.89). Employees who have maxed out on Appendix A shall receive 3% General Wage Increase.

**2021 – 2022:** 2% General Wage Increase plus a step. Drop Step 3 in Appendix A (lowest rate of pay is $13.81). Employees who have maxed out on Appendix A shall receive 3% General Wage Increase.
# WEST HARTFORD BOARD OF EDUCATION

## Description of Insurance Benefits

### Cafeteria Workers Plan

**PARTNERSHIP 2.0 SCHEDULE OF BENEFITS** (effective 7/1/2019)

<table>
<thead>
<tr>
<th>General</th>
<th>In Network Services</th>
<th>Out of Network Services</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual Deductible</strong></td>
<td>$350 Individual, $700 two person, $1,050 three person, $1,400 family max No Co-pay if HFP Compliant</td>
<td>$300 individual, $600 two person, $900 family</td>
</tr>
<tr>
<td><strong>Out-of-Network Cost-Share (Coinsurance after meeting Deductible)</strong></td>
<td>Not Applicable</td>
<td>20% of allowable Usual Customary and Reasonable charges plus 100% of billed charges in excess</td>
</tr>
<tr>
<td><strong>Maximum out of Pocket Limit (Excluded from calculation: premiums, balance billing, deductibles, out-of-network cost sharing, charges for non-covered services and charges for non-essential services)</strong></td>
<td>$2,000 individual, $4,000 family</td>
<td>$2,300 individual, $4,900 family</td>
</tr>
<tr>
<td><strong>Lifetime Maximum</strong></td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td><strong>Person responsible for obtaining Prior Authorization</strong></td>
<td>Participating Provider or Physician</td>
<td>Member</td>
</tr>
</tbody>
</table>

### Preventive Services

- **Well Child Care**: No Co-pay
- **Adult Physical Exam**: No Co-pay
- **Preventive Gynecological Visit**: No Co-pay
- **Mammography**: No Co-pay
- **Immunizations and Vaccinations**: No co-pay

### Medical Services

<table>
<thead>
<tr>
<th>In Network Patient Share</th>
<th>Out of Network Patient Share</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Primary Care Physician</strong></td>
<td>$0 preferred provider/$15 Co-pay participating provider</td>
</tr>
<tr>
<td><strong>Specialist Physician</strong> <em>(Includes in-office procedures)</em></td>
<td>$15 Co-pay participating provider ($0 preferred provider for Allergy &amp; Immunology, Cardiology, Endocrinology, ENT, Gastroenterology, OB-GYN, Ophthalmology, Orthopedic Surgery, Rheumatology, Urology - Applies in CT only)</td>
</tr>
<tr>
<td><strong>Vision exam and Refraction</strong>: One exam per calendar year (when performed as part of an exam)</td>
<td>$15 Co-pay</td>
</tr>
<tr>
<td><strong>Routine Hearing Screening</strong>: One per calendar year (when performed as part of an exam)</td>
<td>$15 Co-pay</td>
</tr>
<tr>
<td><strong>Maternity Outpatient (first visit only)</strong></td>
<td>$15 Co-pay</td>
</tr>
<tr>
<td>MEDICAL SERVICES</td>
<td>In Network Patient Share</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>Outpatient Surgery performed in hospital or licensed ambulatory surgery center (includes colonoscopy) (Prior Authorization required)</td>
<td>No Co-pay if HEP Compliant*</td>
</tr>
<tr>
<td>Allergy Office Visit/Testing</td>
<td>$0 preferred provider/$15 Co-pay participating</td>
</tr>
<tr>
<td>Allergy Injections IMMUNOTHERAPY or other therapy treatments</td>
<td>No Co-pay if HEP Compliant*</td>
</tr>
<tr>
<td>Infertility Services</td>
<td>$13 Co-pay</td>
</tr>
<tr>
<td>Office Visit</td>
<td>No Co-pay if HEP Compliant*</td>
</tr>
<tr>
<td>Outpatient Hospital/Inpatient Hospital</td>
<td>$15 Co-pay</td>
</tr>
<tr>
<td>Gender Identity Disorder Services</td>
<td>No Co-pay if HEP Compliant*</td>
</tr>
<tr>
<td>Office Visit</td>
<td>$15 Co-pay</td>
</tr>
<tr>
<td>Outpatient Hospital/Inpatient Hospital</td>
<td>No Co-pay</td>
</tr>
<tr>
<td>Bariatric Surgery, Office Visit</td>
<td>$15 Co-pay*</td>
</tr>
<tr>
<td>Outpatient Hospital/Inpatient Hospital</td>
<td>No Co-pay</td>
</tr>
<tr>
<td>Sleep Studies—attended (Prior Authorization required)</td>
<td>No Co-pay*</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HOSPITAL SERVICES</th>
<th>In Network Patient Share</th>
<th>Out of Network Patient Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Inpatient Admissions Including Childbirth (Prior Authorization required)</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus coinsurance</td>
</tr>
<tr>
<td>Ancillary Services (Prior Authorization required)</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus coinsurance</td>
</tr>
<tr>
<td>Specialty Hospital (Prior authorization required)</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus coinsurance</td>
</tr>
<tr>
<td>Utilization limit</td>
<td>None</td>
<td>Deductible plus coinsurance</td>
</tr>
<tr>
<td>Skilled Nursing Facility (Prior authorization required)</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus coinsurance</td>
</tr>
<tr>
<td>Utilization limit</td>
<td>None</td>
<td>Deductible plus coinsurance</td>
</tr>
<tr>
<td>Inpatient Hospice Care (Prior authorization required)</td>
<td>No Co-pay</td>
<td>Deductible plus coinsurance</td>
</tr>
<tr>
<td>Utilization limit</td>
<td>60 days per covered person per calendar year</td>
<td>Deductible plus coinsurance</td>
</tr>
<tr>
<td>EMERGENCY/ URGENT CARE SERVICES</td>
<td>In Network Patient Share</td>
<td>Out of Network Patient Share</td>
</tr>
<tr>
<td>Emergency Room Treatment</td>
<td>$250 (waived if admitted and waiver form is available)</td>
<td>$250 (waived if admitted and waiver form is available)</td>
</tr>
<tr>
<td>Waived if patient Admitted to hospital</td>
<td>$13 Co-pay</td>
<td>Deductible plus coinsurance</td>
</tr>
<tr>
<td>Urgent Care Clinic (Out of country urgent care ~$15 co-pay)</td>
<td>$15 Co-pay</td>
<td>Deductible plus coinsurance</td>
</tr>
<tr>
<td>Walk-in Clinic</td>
<td>$15 Co-pay</td>
<td>Deductible plus coinsurance</td>
</tr>
<tr>
<td>Emergency Ambulance</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus coinsurance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER HEALTHCARE SERVICES</th>
<th>In Network Patient Share</th>
<th>Out of Network Patient Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Cost Radiological &amp; Diagnostic Tests: MRI, MRA, CAT, CTA, PET and SPECT scans (Prior authorization required)</td>
<td>$0 copay preferred provider 20% for non-preferred provider in Connecticut (50 copay outside of Connecticut)</td>
<td>Deductible plus 40% coinsurance in Connecticut (Deductible and 20% coinsurance outside of Connecticut)</td>
</tr>
<tr>
<td>Diagnostic, Laboratory and X-ray Services</td>
<td>$0 copay preferred provider 20% for non-preferred provider in Connecticut (50 copay outside of Connecticut)</td>
<td>Deductible plus 40% coinsurance in Connecticut (Deductible and 20% coinsurance outside of Connecticut)</td>
</tr>
<tr>
<td>Radiation Therapy</td>
<td>$0 copay preferred provider 20% for non-preferred provider in Connecticut (50 copay outside of Connecticut)</td>
<td>Deductible plus 40% coinsurance in Connecticut (Deductible and 20% coinsurance outside of Connecticut)</td>
</tr>
<tr>
<td>Nutritional Counseling: Maximum of 3 visits per Covered Person per Calendar Year</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus coinsurance</td>
</tr>
<tr>
<td>Private Duty Nursing (Prior Authorization Required)</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus coinsurance</td>
</tr>
<tr>
<td>Home Health Care Utilization Limits</td>
<td>No Co-pay if HEP Compliant if HEP Compliant visits per calendar year</td>
<td>Deductible plus coinsurance 200 visits</td>
</tr>
<tr>
<td>In-Home Hospice</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus coinsurance 200 visits</td>
</tr>
<tr>
<td>Service</td>
<td>Copay Requirement</td>
<td>Cost Share Requirement</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---------------------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>Acupuncture Limit: 20 visits per calendar year</td>
<td>$15 Co-pay</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Infusion Therapy: Unlimited</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Surgical Removal of Breast Implant</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>OUTPATIENT REHABILITATION SERVICES</td>
<td>In Network Patient Share</td>
<td>Out of Network Patient Share</td>
</tr>
<tr>
<td>Physical or Occupational Therapy Prior Authorization may be required Benefit Limit</td>
<td>No Co-pay if HEP Compliant* Unlimited</td>
<td>Deductible plus Coinsurance 30 visits per calendar year</td>
</tr>
<tr>
<td>Chiropractic Therapy Benefit Limit</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus Coinsurance 30 visits per calendar year</td>
</tr>
<tr>
<td>Speech therapy: Covered only for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx Benefit Limit</td>
<td>No Co-pay if HEP Compliant* Unlimited</td>
<td>Deductible plus Coinsurance 30 visits per Calendar Year</td>
</tr>
<tr>
<td>Autism Services: Behavioral, Outpatient Rehabilitation, Physical, occupational, and speech therapy</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Cardiac Rehabilitation Therapy</td>
<td>$0 preferred provider: No Co-pay if HEP Compliant*</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Other Therapy Services: Radiation, Chemotherapy for treatment of cancer, Electroshock, Kidney Dialysis in Hospital or free-standing dialysis center</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>MEDICAL DEVICES/SUPPLIES</td>
<td>In Network Patient Share</td>
<td>Out of Network Patient Share</td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td>--------------------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>Home Oxygen</td>
<td>No Co-pay</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Diabetic equipment and supplies</td>
<td>No Co-pay</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Specialized Formula (Prior Authorization required)</td>
<td>No Co-pay</td>
<td>No Co-pay</td>
</tr>
<tr>
<td>Wig—Covered only for patient who suffers hair loss as result of chemotherapy)</td>
<td>No Co-pay</td>
<td>No Co-pay</td>
</tr>
<tr>
<td>Hearing Aids—Coverage limited to Dependent children 12 years of age or younger. (Limited to one set of hearing aids within a 24 month period) Effective July 1, 2016—Age restriction on Coverage will be removed. benefit limited to one set of hearing aids within a 24 month period (Prior Authorization)</td>
<td>No Co-Pay</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Foot Orthotics</td>
<td>No Co-pay</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Durable Medical Equipment and Prosthetic Devices (Prior Authorization required for items over $500)</td>
<td>No Co-pay</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Medical and Ostomy Related Services</td>
<td>No Co-pay</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>MENTAL HEALTH &amp; SUBSTANCE ABUSE</td>
<td>In Network Patient Share</td>
<td>Out of Network Patient Share</td>
</tr>
<tr>
<td>Outpatient Treatment for Mental Health Care</td>
<td>$15 Co-pay</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Inpatient Treatment In a Hospital or Residential Treatment Center for Mental Health Care (Prior Authorization required)</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Outpatient: Substance Abuse</td>
<td>$15 Co-pay</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>Inpatient Substance Abuse Treatment In a Hospital or Substance Abuse Treatment Facility (Prior Authorization required)</td>
<td>No Co-pay if HEP Compliant*</td>
<td>Deductible plus Coinsurance</td>
</tr>
<tr>
<td>PENALTY</td>
<td></td>
<td>$500 or 20% of allowable charges, whichever is less plus 100% of billed amount in excess of allowable charges</td>
</tr>
</tbody>
</table>

**PARTNERSHIP 2.0 SCHEDULE OF BENEFITS (effective 7/1/2019)**

* Copays waived if Health Enhancement Program (HEP) compliant

The above schedule of benefits is information only. Please refer to the plan documents online for the official benefits and coverages. [https://www.osct.gov/ctpartner/](https://www.osct.gov/ctpartner/)

**MEMBER RESPONSIBILITIES WHEN OBTAINING HEALTH CARE—PRIOR AUTHORIZATION**

1. Services Requiring Prior Authorization
   - Air Ambulance
   - Organ Transplant
   - Bariatric Surgery
   - Chemotherapy
   - Colonoscopy
   - Durable Medical Equipment over $500(includes foot orthotics and hearing aids)
   - Gender Reassignment Surgery
   - High cost Diagnostic Imaging (MRI, MRA, CAT, CTA, PET, SPECT scans)
   - Infertility Treatments
   - Inpatient Hospice
   - Inpatient, Mental Health
   - Inpatient Non-Emergency Care (includes childbirth)
   - Inpatient, Substance Abuse Treatment
   - Internal & External Prosthetic Devices
   - Kidney Dialysis
   - Specialized Formula
   - Specialized Infant Formula
   - Skilled Nursing Facility Admission
   - Sleep Studies
   - Specialty, Hospital Admission
   - Substance Abuse Residential Treatment
   - Oral Surgery
   - Orthopedic Exercises
   - Outpatient Occupational Therapy
   - Outpatient Physical Therapy
   - Outpatient/ Surgery
   - Partial Hospitalization (under 12 hours)
   - Private Duty Nursing
   - Mental Health/Substance Abuse
   - Substance Abuse Residential Treatment

26
SCHEDULE OF PRESCRIPTION DRUG BENEFITS eff 10/1/2017

A Member’s rights to benefits for Covered Drugs as provided in this Plan Document are subject to the terms and conditions of the agreement between the Plan Sponsor and CVS Caremark.

<table>
<thead>
<tr>
<th>Active Employee Plans—Co-payments and Cost Shares</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mail order is 90-day refill of Maintenance Medication</td>
<td></td>
</tr>
<tr>
<td><strong>Active Employees</strong></td>
<td>Participating Retail</td>
</tr>
<tr>
<td>Preferred Generic</td>
<td>$5.00</td>
</tr>
<tr>
<td>Non Preferred Generic</td>
<td>$10.00</td>
</tr>
<tr>
<td>Preferred Brand</td>
<td>$25.00</td>
</tr>
<tr>
<td>Non Preferred Brand</td>
<td>$40.00</td>
</tr>
<tr>
<td>Contraceptives*** Eff. 7/1/2013</td>
<td>$0</td>
</tr>
<tr>
<td>Day Supply Limit</td>
<td>30</td>
</tr>
</tbody>
</table>

* Includes refills obtained at pharmacies or mail order participating in the State of CT Maintenance Drug Network. ** Asthma/COPD, Heart Failure/Heart Disease, Hyperlipidemia and Hypertension and Diabetes

*** Maintenance Medication (single fill only at retail)

** Treated as Maintenance Medication (single fill only at retail) Out of pocket Maximum $4,600

individual/$9,200 family

RULES APPLICABLE TO ALL PLANS

<table>
<thead>
<tr>
<th>Brand Drugs as substitutes for available Generic Drugs (without coverage exception request)</th>
<th>The same co-payment you would pay for a Generic Drug, plus the difference in price between the Generic Drug and the Brand Drug*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generic Substitution</td>
<td>Required unless Prescribing Physician submits a Coverage Exception Request, attesting that Brand Drug is Medically Necessary</td>
</tr>
<tr>
<td>Non-Preferred Drug utilization</td>
<td>Higher co-pay required unless Prescribing Physician submits a Coverage Exception Request attesting that Non-Preferred Brand is Medically Necessary</td>
</tr>
<tr>
<td>Prior Authorizations and Other Clinical Programs</td>
<td>Required for Certain Drugs—See Attachment A</td>
</tr>
<tr>
<td>Benefit Period</td>
<td>One Calendar Year</td>
</tr>
<tr>
<td>Chronic Conditions</td>
<td>Co-pays may be waived or reduced for medications to treat: Asthma, Diabetes, COPD, Hyperlipidemia, Hypertension, heart failure or heart disease</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Refill Policy</td>
<td>Per Plan Sponsor standard guidelines</td>
</tr>
<tr>
<td>Formulary</td>
<td>CVS Caremark Standard Drug List</td>
</tr>
</tbody>
</table>

* If the Co-payment is greater than the Maximum Allowable Amount (see definition below) or the billed charge for the medication, the Member will pay the lower amount.

**COVERED BENEFITS**
- Prescription Drugs
- Maintenance Prescription Drugs
- Certain Preventive Medications

**BENEFITS BY PHARMACY TYPE**

**Participating Retail Pharmacy Benefits**
When a Covered Drug is dispensed by a Participating Pharmacy, the Participating Pharmacy will accept the Maximum Allowable Amount and will make no charge to the Member except for any applicable Co-payment or Cost-Share. Payment will be made to the Participating Pharmacy by CVS Caremark, except for Co-payments or Cost-Shares that are payable by Member at the Participating Pharmacy.

**Non-Participating Pharmacy Benefits**
When a Covered Drug is dispensed by a Non-Participating Retail Pharmacy the Member shall pay for the prescription out-of-pocket, and then will be reimbursed upon submitting a proper claim for reimbursement to CVS Caremark. Reimbursement is only available for Covered Services less any applicable Co-payment or Cost-Share, after review and approval of the claim. Reimbursement is based on the Maximum Allowable Amount (defined below) for Non-Participating Pharmacies. Claims must be filed with CVS Caremark within 2 years after the prescription for the Covered Drug has been filled. The receipt must accompany the claim.

**PRESCRIPTION DRUGS REQUIRING PRIOR AUTHORIZATION**
When a Covered Drug which requires Prior Authorization is prescribed for a Member, the Member or the Member’s representative must call CVS Caremark at 1-800-294-5979, or fax a written request for prior authorization to CVS Caremark, at 1-888-836-0730.
Calendar Year Deductible
- Per Person: N/A
- Family Aggregate Maximum: N/A

Preventive & Diagnostic (No Deductible) 100%
- Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)
- Fluoride Treatment (For children to age 19)
- Sealants (To age 16) & Space Maintainers

Remaining Basic (No Deductible) 100%
- Fillings, Extractions, Root Canals (Endodontics)
- Periodontal, Oral Surgery
- Repair of Dentures & Removable Prosthetics

Crowns & Prosthodontics (No Deductible) 50%
- Bridgework, Full & Partial Dentures
- Crowns & Gold Restorations
- TMJ 60%

Calendar Year Maximum (Per Person) N/A
Periodontal Calendar Year Maximum (Per Person) $500

Orthodontia (Adult & Dependent Children)
- Coinsurance 60%
- Lifetime Maximum $600

Dependent children are covered up to age 19 (23 if enrolled as a full time student in an accredited school or university.)
<table>
<thead>
<tr>
<th>Service Description</th>
<th>If an In-network</th>
<th>Out-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calendar Year Deductible</td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>- Per Person</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preventive &amp; Diagnostic (No Deductible)</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>50%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Fluoride Treatment (For children to age 19)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining Basic (No Deductible)*</td>
<td>80%</td>
<td></td>
</tr>
<tr>
<td>50%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Fillings, Extractions, Root Canals (Endodontics)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Periodontal, Oral Surgery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Sealants (To age 16)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crowns &amp; Prosthodontics (No Deductible)*</td>
<td>60%</td>
<td></td>
</tr>
<tr>
<td>50%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Crowns &amp; Gold Restorations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Repair of Dentures &amp; Removable Prosthetics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Bridgework, Full &amp; Partial Dentures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Calendar Year Maximum (Per Person)</td>
<td>Unlimited</td>
<td></td>
</tr>
<tr>
<td>$500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Orthodontia (Adult &amp; Dependent Children)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Coinsurance</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>- N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Lifetime Maximum</td>
<td>$3,000</td>
<td></td>
</tr>
<tr>
<td>- N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Deductible applies to out-of-network only. Dependent children are covered to age 19 (23 if enrolled as a full time student in an accredited school or university.)