

**AGREEMENT**

between the

**WEST HARTFORD BOARD OF EDUCATION**

and the

**WEST HARTFORD PUBLIC SCHOOL  
NURSES ASSOCIATION**

July 1, 2020  
through  
June 30, 2024

May 7, 2020

**TABLE OF CONTENTS**

ARTICLE I	Recognition .....	1
ARTICLE II	Board of Education Rights .....	1
ARTICLE III	Grievance Procedure .....	1
ARTICLE IV	Working Conditions .....	6
ARTICLE V	Employment Status .....	8
ARTICLE VI	Leaves of Absence .....	10
ARTICLE VII	Salaries .....	13
ARTICLE VIII	Insurance .....	14
ARTICLE IX	Salary Deductions .....	20
ARTICLE X	Duration and Saving Clause.....	21
	Signature Page .....	22
APPENDIX A	Salary Schedule.....	23
APPENDIX A-1	Medical Insurance Plans Summary Descriptions .....	24
APPENDIX A-2	Dental Insurance Plans Summary Descriptions .....	32

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WEST HARTFORD BOARD OF EDUCATION  
and the  
WEST HARTFORD PUBLIC SCHOOL NURSES ASSOCIATION

This Agreement is made and entered into by and between the WEST HARTFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") and the WEST HARTFORD PUBLIC SCHOOL NURSES ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

- 1.1 In accordance with applicable provisions of the Connecticut General Statutes and limited thereto, the Board recognizes the Association as the exclusive representative of all nurses as defined in 1.2 for the purpose of negotiating salaries, hours and other conditions of employment.
- 1.2 "Nurse" is defined under this Article as an employee who 1) is registered by the Connecticut State Board of Examiners; 2) holds a valid license to practice as a professional nurse in the State of Connecticut, and; 3) is assigned to provide professional nurse services in the West Hartford Public Schools.

ARTICLE II

BOARD OF EDUCATION RIGHTS

- 2.0 Except as expressly provided otherwise by the terms of this Agreement, the establishment and the administration of educational policies, the operation of the schools and the direction of all employees covered under this unit are vested exclusively in the Board acting by itself or through the Superintendent or his/her designees. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

- 3.1 Definitions
  - a. "Grievance" is hereby defined to mean a complaint alleging that 1) a provision (or provisions) of this Agreement has (have) been misinterpreted or misapplied or 2) an action (or actions) taken or refused to be taken by an administrator (or administrators) has (have) been unfair.
  - b. "Grievant" is hereby defined to mean an individual employee or group of employees under the Unit, including the Association.

### 3.2 General

- a. The Board and the Association 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.

### 3.3 Procedure

#### Informal

- a. Any employee who feels that he/she has a grievance shall discuss it first with his/her supervisor in an attempt to resolve the matter informally at that level.
- b. If the employee is not satisfied with such disposition of the matter, he/she shall have the right to have the Association assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator.

#### Formal

- a. Level One - Principal or Immediate Supervisor

Any employee who feels that he/she has a grievance shall discuss it first with his/her immediate superior or principal (either alone or with an authorized Association representative in attendance, if the employee so desires) with the objective of resolving the matter. The written statement of the employee's grievance shall contain a statement of facts, or a statement of the action taken or refused by administrative personnel which he/she feels is unfair to him/her, a reference to that provision of this agreement which the employee claims has been violated, and the remedy requested. This statement is to be submitted in writing.

b. Level Two - Superintendent of Schools

- 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 one (1) calendar week following the presentation of the grievance, the employee may advance his/her grievance to the Superintendent of Schools and the Association through its President. The Superintendent must receive the grievance in writing within two (2) calendar weeks following the presentation of the grievance at Level One.
- 2) The Superintendent or his/her authorized representative(s) shall represent the administration at this level of the grievance procedure. Such authorized representative(s) shall be invested with the authority to decide grievances for the Superintendent at this level. Within one (1) calendar week following receipt of the written grievance by the Superintendent, he/she or his/her authorized representative(s) shall meet with the aggrieved person (either alone or with an authorized representative in attendance, if the employee so desires). The Superintendent shall render a decision within one (1) calendar week following the conclusion of such meeting.

c. Level Three – Binding Arbitration

- 1) Should a grievance allege a violation, misinterpretation, or misapplication of any of the specific terms of the Agreement, the Association may file a written appeal to the American Arbitration Association, with a copy of said appeal to the Superintendent of Schools. Such appeal shall be filed in writing within fifteen days after the Board of Education issues its decision, or the grievance shall be waived. The decision of the Board of Education shall be binding except for grievances based on the specific terms of the Agreement.
- 2) The arbitrator shall be selected and the arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association. The costs of the arbitration shall be borne equally by the Board and the Association.

- 3) The arbitrator shall hear only one grievance at a time. His/her decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions concerning the issue before him/her. The arbitrator shall have no authority to add to, subtract from or modify the language of this Agreement, and he/she shall have no power or authority to make any decision that requires the commission of an act prohibited by law or that violates the terms of the Agreement. The decision of the arbitrator shall be final and binding upon all parties.

#### 3.4 Miscellaneous

- a. A grievance that effects a group or class of members in the Unit may be submitted only by the Association and the processing of group or class grievances shall commence at Level Two.
- b. 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 shall 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 and the President of the Association.
- c. Any grievance not presented for disposition through the grievance procedure set forth above within two (2) calendar weeks of the occurrence of the condition giving rise thereto, or within two (2) calendar weeks of the employee's or the Association'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.
- d. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 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. The Association reserves the right to be present and to represent the employee if he/she so desires at any step of the grievance procedure.

## ARTICLE IV

### WORKING CONDITIONS

#### 4.1 Duties

- a. The Board recognizes that the position of nurse is a professional position responsible for providing health services, health counseling and health education to students, parents and, to the extent time is available, to members of the community and serving as consultant to the administration and teachers. The nurse is responsible for any building medical emergency during the school day.
- b. When in the event of a normal work day the Nurse has to travel to another building for routine and emergent reasons mileage at the state/district approved rate will be reimbursed.

#### 4.2 Work Year and Workday

- a. The basic work year of a nurse shall be the staff school calendar year.
  - 1) Summer school staffing will be covered by the permanent Nursing staff first with any remaining uncovered time offered to the subs.
- b. The Board and the Association recognize and agree that school nurses' responsibilities to their students and their profession include:
  - 1) The performance of duties and the expenditure of time before and/or following the normal student day of reasonable duration and reasonably scheduled.

Illustrative of such duties are:

    - (a) being available to students and parents;
    - (b) participating in department and faculty meetings that are related to nursing;
    - (c) participating in such activities for parents and community as open house, etc.;
    - (d) participating in other professional activities relating to school nursing.
  - 2) Chaperoning and/or supervising on a voluntary basis the following student activities that take place beyond the normal student day, week or year shall be compensated at a fee of \$50.00 per evening activity and \$175.00 per night for an overnight activity.
  - 3) Chaperoning and/or supervising on a non-voluntary but essential basis, activities that take place beyond the normal student day, week, or year shall be compensated at the Nurses hourly salary for the hours worked beyond the normal school hours.

- (a) Senior High School
  - 1. concerts
  - 2. plays
  - 3. dances
  - 4. graduation
  - 5. overnight field trips involving transportation by auto, bus or train
  - 6. class-sponsored activities
    - [a] class night
    - [b] class outings
    - [c] fund-raising activities
      - (1) movies
      - (2) car washes
  - 7. Student council/association sponsored activities
    - [a] dances
    - [b] talent shows
    - [c] movies
  
- (b) Middle School
  - 1. concerts
  - 2. plays
  - 3. dances
  - 4. overnight outdoor education
  - 5. overnight field trips involving transportation by auto, bus or train
  
- (c) Elementary School
  - 1. evening musical and drama performances open to the public
  - 2. overnight outdoor education
  - 3. overnight field trips involving transportation by auto, bus or train
  
- (d) Assuming other duties on a voluntary basis at no fee.
  
- (e) Every school nurse shall be provided a duty-free period for lunch daily of thirty (30) minutes duration. The scheduling of such duty-free periods for lunch shall be determined by the Principal.
  
- (f) At the direction of the Nursing Supervisor, Election Day CSI can be used as an uninterrupted office work day to complete the many essential/required health room duties that are demanded at the start of each school year.”

#### 4.3 Liability

- a. Provisions of the Connecticut General Statutes shall apply concerning liability of employees in carrying out their duties.

#### 4.4 Just Cause

- a. All written warnings, suspensions and discharges should be for just cause. Both the employee and the Association shall be informed of all written warnings, suspensions and discharges in no later than three (3) working days.

### ARTICLE V

#### EMPLOYMENT STATUS

##### 5.1 Announcement of Vacancies

- a. No open school nursing assignment of twenty (20) or more hours per week to be filled by one nurse shall be filled on a regular (not temporary) basis without announcing same in the Staff Bulletin or its equivalent at least fifteen (15) days prior to being filled on a regular basis. A copy of such announcement shall be sent to the Association president.
- b. Such assignment may be filled on a temporary (not regular) basis commencing July 1 of any given year and any time thereafter up to, but not beyond, June 30 of the ensuing year.
- c. Nursing vacancies occurring during the school year shall be posted internally for three (3) school days. If there is no internal interest for the vacancy that cannot be immediately accommodated, the position will be filled on an interim basis for the remainder of the school year. The interim position will become a vacant position for the next school year and posted internally prior to advertising externally. Vacancies occurring after the last day of school will be exempt from this posting.

##### 5.2 Layoff and Recall Because of Reduction in Nursing Assignment

###### a. Layoff

- 1) The prime factors to be considered in determining layoff because of a reduction in nursing service shall be relative performance and length of service.
  - a) Relative performance shall be determined through an assessment of:
    - (1) general performance as an employee and specific performance as a school nurse as determined through the administration of a formal evaluation process;
    - (2) the amount, applicability and recency of preparation as a school nurse.
  - b) Length of service shall be determined through an assessment of:

- (1) the length of current continuous service in West Hartford;
- (2) the amount, applicability and recency of experience as a school nurse.

b. Recall

- 1) The prime factors to be considered in determining recall following layoff because of a reduction in nursing service shall be relative performance and length of service.
  - a) Relative performance shall be determined through an assessment of:
    - (1) general performance as an employee and specific performance as a school nurse as determined through the administration of a formal evaluation process;
    - (2) the amount, applicability and recency of preparation relative to assignments that are open.
  - b) Length of service shall be determined through an assessment of:
    - (1) the length of continuous service in West Hartford prior to layoff;
    - (2) the amount, applicability and recency of experience relative to assignments that are open.
- 2) The name of any nurse who is laid off because of reduction in nursing service shall be placed on a reemployment list and remain on such list until June 30 of the second calendar year following layoff provided such person does not decline reemployment and provided such person applies in writing by registered mail for retention of his/her name on said list on or before June 30 of the calendar year next following layoff.
- 3) No person shall be newly employed until all persons on the reemployment list have declined an offer of reemployment or been determined not qualified for the assignments that are open.

c. General

- 1) It is recognized that the Board shall not be bound by the layoff provisions of this Article when it terminates the employment of a nurse for reasons other than reduction in the number of nursing assignments.
- 2) It is further recognized that the Board shall not be bound by the recall provision of this Article when it terminates the employment of a nurse for reasons other than a reduction in the number of nursing assignments.

5.3 Probationary Employment

New employees shall serve a probationary period of sixty (60) days actually worked. During the probationary period employees may be limited to the first step of the applicable salary schedule, shall be ineligible for any leave benefits except those required by State and Federal law, and shall have no seniority rights.

## ARTICLE VI

### LEAVES OF ABSENCE

#### 6.1 Sick Leave

- a. Nurses employed thirty (30) or more hours per week shall be granted fifteen (15) workday absences without loss of salary in each contract year because of personal illness.
- b. Nurses employed twenty (20) to twenty-nine (29) hours per week shall be granted ten (10) workday absences without loss of salary in each contract year because of personal illness.
- c. Unused sick leave days shall be cumulative to a maximum of one hundred and eighty (180) days.
- d. When a nurse is newly employed or terminates during the course of the contract year, the annual number of sick leave days granted for that year shall be reduced proportionally as follows:
  - 1.5 days per month for nurses employed thirty (30) or more hours per week
  - 1.0 day per month for nurses employed twenty (20) to twenty-nine (29) hours per week
- e. Employees hired prior to June 30, 2010, upon retirement under the town pension and retirement plan, an employee shall be paid the equivalent of one-half (1/2) of his/her total accumulated sick leave to a maximum not to exceed seventy-five (75) days. Such payment shall be made at the rate of 1/185th of his/her then current annual salary per day. The Board shall make a mandatory contribution of such payment into the Post Retirement Medical Expense Trust or into an IRC 401(a) plan. Employees hired after July 1, 2010 shall not be paid any accumulated sick leave at retirement.
- f. Upon death, and provided the deceased at the time of his/her death was a member of the town pension and retirement plan, the designated beneficiary(ies), or in the event there is (are) no designated beneficiary(ies), the estate of the deceased, shall be paid the equivalent of one-half (1/2) of his/her accumulated sick leave to a maximum not to exceed seventy-five (75) days. Such payment shall be made at the rate of 1/185th of his/her then current annual salary per day.
- g. Whenever a nurse has been absent five (5) or more consecutive workdays or ten (10) or more nonconsecutive workdays, the Superintendent may request that the nurse provide a

certificate from his/her physician confirming that his/her absence is or has been due to illness.

- h. Whenever a nurse has been absent ten (10) or more consecutive workdays or fifteen (15) or more nonconsecutive workdays, the Superintendent may deny the nurse the right to return to work until he/she provides a certificate from his/her physician stating that the nurse is capable of returning to work and resuming his/her duties fully.

## 6.2 Personal Leave

- a. Provided absence from service is necessary and unavoidable, the Superintendent or his designee shall authorize in each regular work year:
  - 1) up to three (3) days without loss of salary because of the death of employee's spouse, son, daughter, parent, sibling, grandparent, aunt, uncle; his/her spouse's parent, sibling, grandparent, aunt, uncle; or any other relative of the employee or his/her spouse who at the time of his/her death was domiciled in the employee's household; one of these days may be taken to attend the funeral of a close friend;
  - 2) up to three (3) days leave without loss of salary because of the need personally to care for the employee's spouse, son, daughter, parent or any other relative of the employee or his/her spouse who is domiciled in the employee's household due to serious illness and
  - 3) up to two (2) days for formal religious observance of a high holy day.
- b. In each regular work year, the Superintendent or his/or designee may authorize up to two (2) days leave without loss of salary for situations not under the control of the employee and that cannot be taken care of outside the workday, work week or work year. Such days shall not be granted to extend a vacation or holiday period for any purpose that might be deemed essentially recreational.
- c. When practicable, the employee shall submit to the Superintendent or his/her designee a request for authorized absence sufficiently in advance to enable the Superintendent or his/her designee to respond in writing. When such is not practicable, the employee shall inform the Superintendent or his /her designee of the reason for his/her absence as soon as possible, but not more than two (2) days following his/her return to work. Failure to fulfill either of these requirements shall result in loss of salary for each day of absence.
- d. Personal leave days shall be noncumulative from contract year to contract year.

## 6.3 Pregnancy and Childrearing Leave

- a. Provisions of the Connecticut General Statutes shall apply concerning leave for disability from pregnancy and childbirth.
- b. Childrearing Leave

Subject to the following conditions, an employee may request and the Board may grant up to twelve months childrearing leave.

- 1) The employee must make his/her request for childrearing leave in writing to the Superintendent of Schools no later than sixty (60) workdays prior to the date the employee wishes to commence the leave.
- 2) The authority to grant or deny an employee his/her request and to determine a replacement shall rest solely with the Superintendent or his/her designee.
- 3) If the Superintendent or his/her designee denies a request for any of the following reasons, any grievance arising therefrom shall be based solely on the grounds the decision was arbitrary or capricious and, therefore, unfair:
  - a) replacement through the transfer of another employee covered under this Agreement would be disruptive;
  - b) there is no adequately qualified replacement for either the employee requesting leave or another employee who could be transferred from among employees covered under this Agreement or non-employees;
  - c) an additional cost would accrue to the Board.
- 4) Unless the Superintendent, or his/her designee, and the employee both agree otherwise, duration of childrearing leave shall be for no-less-than the entire period granted.
- 5) An employee on childrearing leave shall notify the Superintendent of Schools in writing of his/her intention to return to active employment upon termination of the period of the leave no-less-than thirty (30) workdays prior to the date the leave is to end. Failure to comply with this condition shall be tantamount to resignation.
- 6) Childrearing leave shall be without salary and any contribution by the Board of the premium cost of insurance benefits; however, the employee shall be allowed the opportunity to continue applicable insurance coverage at his/her expense.
- 7) Provided his/her employment is not terminated because of staff reduction during the period of childrearing leave, an employee shall be returned to active employment when the period of childrearing leave ends.
- 8) When the period of the childrearing leave ends, an employee shall return to the same step of the applicable salary schedule he/she was at when the childrearing leave began.

#### 6.4 Professional Leave

- a. Each employee may, in the discretion of the Superintendent, be permitted days for attendance at recognized educational meetings or for visiting and studying other school systems. Such days shall be granted by the Superintendent without loss of pay on the basis of benefit to the school system.
- b. The Board shall pay, within the limits of appropriations, the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by employees who attend workshops, seminars, conferences or other professional improvement sessions at the request and/or with the advance and final approval of the Principal and Superintendent for particular purposes of special benefit of the school system and/or the individual participating.

### ARTICLE VII

#### SALARIES

- 7.1 The salaries of all persons covered by this Agreement shall be based on the schedules set forth in Appendix A. The wages in Appendix A include a wage-freeze for the 2021-22 school year. In the event that the West Hartford Public School Nurses wish to meet to re-negotiate the wages for 2021-22, the West Hartford Board of Education agrees to reopen negotiations on such issue. Reopener negotiations shall be limited to wages for the 2021-22 school year only.
- 7.2 When the employment of a person covered under this Agreement terminates in the course of the work year, the Board agrees to pay such portion of earned salary that may be due. Earned salary shall be computed as follows: Per diem compensation (annual salary divided by number of work days) for each day worked, including approved absences.
- 7.3 Employees covered under this Agreement have the option of being paid in either:
  - a. 20 semi-monthly installments
  - b. 24 semi-monthly installments

This option shall not be subject to change during any annual salary period and shall continue in effect unless the employee notifies the Payroll Office by no-later-than June 30 that he/she is selecting a change in option to be effective commencing in the ensuing annual salary period.

- c. Nurses hired after the first pay period during the first year of employment shall be paid their salary on the twenty (20) payments schedule, with the number of such payments prorated according to the percentage of the work year the nurse works.

- 7.4 Steps on the salary schedule may be withheld by the Superintendent for inadequate performance as determined through the administration of a formal evaluation process. Employees on the highest step of the salary schedule may be denied any salary increase by the Superintendent for inadequate performance as determined through the administration of a formal evaluation process provided that such denial shall not result in such employee being paid a lower salary than an employee on the second highest step of the salary schedule in the Agreement.
- 7.5 All employees must participate in direct deposit of paychecks unless an exception is made for cause for nurses employed prior to July 1, 2004.
- 7.6 The Board will expend tuition/educational reimbursement for pre-approved classes or job and/or career-related training or education up to \$250 per individual per year and \$2,500 maximum for the group annually.
- 7.7 Yearly tuition/educational reimbursement funds can also be used for Nursing related speakers and educators to provide programs and speakers for yearly CSI's.

## ARTICLE VIII

### INSURANCE

- 8.1 All "employees", as identified in Article I, who are paid at least fifty percent of the rate of any category shown in Appendix A, shall be eligible for either of the insurance programs listed in Article VIII, Section 2

#### 8.2 Benefits

##### A. Health/Medical

1. The Board shall provide to all employees the following health benefits for the employee, and where applicable, the family, including dependents (i.e., anyone who is considered a dependent for tax purposes by the Internal Revenue standards).
2. Subject to the conditions set forth below, effective July 1, 2020, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (Appendix A-1) for medical benefits. 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.
  - a. The premium rates shall be set by the SPP.
  - b. 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.

- c. In the event any of the following occur, the Board or the Association 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
- iii) If the cost of medical benefits plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that 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.

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

B. Dental

The following dental plans shall be provided through the third party administrator services of CIGNA.

- 1) CIGNA Premier Dental Plan - The Board shall make available for the duration of this Agreement a Dental Plan as described in Appendix

A-2.

- 2) CIGNA Preferred Dental Plan - The Board shall make available as a second dental option the CIGNA Preferred Dental Plan as described in Appendix A-2.

The Board may substitute a comparable plan if agreed to by the Association. Such consent shall not be withheld except for just cause. The issue of just cause shall be subject to review through the grievance arbitration provision of this Agreement. No change shall be implemented prior to the completion of arbitration, if required.

C. Other

Long term disability and group life insurances shall be provided at a level of coverage no less than that in effect June 30, 1998, and life insurance will be double the salary to a maximum of \$125,000 and provided further that there is a twenty-four (24) month limitation for disabilities due to mental illness unless the employee is confined to a hospital or institution. The Board may substitute a comparable plan if agreed to by the Association. Such consent shall not be withheld except for just cause. The issue of just cause shall be subject to review through the grievance arbitration provision of this Agreement. No change shall be implemented prior to the completion of arbitration, if required.

8.3 Premium Cost Sharing

- A. The term "premium cost" as used herein shall mean the premium rate that each carrier would charge the Board to provide the benefits specified in 8.2 for each level of coverage if the Board had funded those benefits on a fully-insured basis, giving full credibility to actual experiences.

The Board shall provide the Association, upon request, with a written statement from each carrier of the premium rate that each carrier would charge the Board to provide the benefits specified in 8.2 for each level of coverage on a fully-insured basis.

- B. The Board of Education, Connecticut State Partnership Plan (SPP) 2.0, Anthem Blue Cross/Blue Shield, AETNA Life Insurance Company, or such other Third Party Administrator (TPA), mutually agreed to by the Board and Association subject to the provisions of Article 8.2 of this Agreement shall make available to the Association all relevant data regarding the costs and performance of the various insurance plans available under this Agreement. Such data shall include, but not be limited to: the master trust agreement, consultant/TPA reports and/or studies, and premium and/or conventional premium equivalent calculations. Utilization information shall be provided including "network and out of network" providers, frequency of claims, costs, use of network providers, and Usual and Customary Rates (UCR). The Board will also provide to the Association upon request access to any other resources such as consultants which in its sole discretion the Board may engage that can validate current or future costs of the insurance benefits provided under this Collective Bargaining Agreement.

C. Nurse Premium Contributions

1.	<u>Connecticut State Partnership Plan 2.0 (SPP)</u>			
	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
	20%	20%	20%	21%

2. Long Term Disability

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

3. Group Life

Active Employees: The Board shall provide to all active employees a group life insurance plan to equal two times the annual salary not to exceed a maximum of \$125,000. The employee shall pay 10% of the premium cost. The Board shall pay the balance of the cost.

Retirees: The Board shall provide \$10,000 life insurance coverage to any employee who leaves the employment of the Board and retires immediately. The employee shall pay 100% of premium cost.

For any coverage available to the employee and that he/she chooses to purchase beyond the maximum coverage applicable for him/her, the employee shall pay one hundred (100 %) percent of the premium cost.

4. Dental

The employee shall pay twenty percent (20.0%) of 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.

8.4 The Board shall make an IRS Section 125 plan available to the employee making premium contributions for insurance benefits under Section 8.3 of the Agreement.

The Board shall make available on an optional basis a Section 125 Flexible Spending Account for Accident and Health Insurance (IRC Sections 105 and 106) and Dependent Care Assistance (IRC Section 129). Those employees who utilize this option will assume the actual administrative costs for these Accounts.

8.5 Employee shall be permitted to change their participation in insurance programs only 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).

8.6 The Board shall provide prompt notification to the Association of any change(s) or intended change(s) in existing conditions of employment under this Article after the Board or the Administration have become aware of such change(s) or intended change(s).

This section shall not be construed to waive the Association's rights under the negotiations statute to negotiate changes the Board proposes concerning mandatory subjects of negotiation.

- 8.7 a. For each employee who upon leaving the employ of the Board immediately retires under the Town Pension Plan or who meets the definition of retirement found in Section 8.8. A.1, the Board shall pay 50% of the premium cost for individual membership plus 50% of the premium costs for dependents in any Board-offered medical insurance plan.

Continuation of each plan shall be contingent upon conditions established by the carrier.

At age 65, such coverage shall be converted to the Connecticut State Partnership Plan Group Medicare Advantage Plan.

Participation in the group dental plan in place at the time of retirement would be optional to the retiring employee. The employee would be responsible for 100% of the premium for the plan in which the employee was participating immediately prior to his/her retirement.

- b. Each employee who, upon leaving the employ of the Board immediately retires under the Town Pension Plan or who meets the definition of retirement found in Section 8.8. A.1, and who, at the time of his/her retirement is participating in the life insurance program, may continue such participation to a maximum of \$10,000 coverage. The employee shall pay one hundred percent (100%) of the premium cost.

## 8.8 Pension

- A. Full-time employees hired prior to June 30, 2010 are eligible to participate in the Town of West Hartford Pension Plan. Such employees shall be provided a 1% cost of living increase in their benefits on the first January 1<sup>st</sup> or July 1<sup>st</sup> following completion of three full years of retirement with a Normal benefit. Early retirees shall be provided a 1% cost of living increase in their benefits on the first January 1<sup>st</sup> or July 1<sup>st</sup> following three full years from the date of Normal eligibility had they remained employed. Additional 1% increases shall apply annually after the first increase becomes effective.

All employees hired after June 30, 2010 are excluded from the Town of West Hartford Pension Plan. However, employees hired after July 1, 2010 are eligible to participate in a Defined Contribution Plan (457 or 403b Plan). The Board of Education will match 100% of employee's contribution up to 7% of employee's base wage. The Defined Contribution Plan will include Part-time employees with hours of .5 (half-time equivalents) and greater.

1. For employees hired after June 30, 2010 normal retirement eligibility shall mean age 62 with 35 years credited service or age 65 with 15 years of credited service. Early retirement benefit eligibility shall be age 55 with 15 years credited service or age 60 with 10 years credited service.

- B. 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:

1. Any member who is hired by the West Hartford Public Schools on or after July 1, 2004, and shall have attained the age of 62 years and completed 35 years of credited

service or attained the age of 65 and completed 15 years of credited service shall be eligible for retirement from active service and for a normal unreduced retirement allowance.

2. Any member who is hired by the West Hartford Public Schools before July 1, 2004, and who retires on or after July 1, 2004 and who became eligible for a normal retirement by attaining at least the age of 55 and having at least 25 years of credited service or 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.

Years after Normal Retirement	Supplement	Total
1	\$600	\$ 600
2	\$600	\$1200
3	\$600	\$1800
4	\$600	\$2400
5	\$600	\$3000

Each full year over 5 additional \$600

- (a) 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.
  - (b) The above pension supplement will not be a survivor benefit.
  - (c) The supplement shall be made annually in a single payment during the month of July, starting the first July after the employee's retirement date.
- C. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-13D of the Pension Ordinance shall be added, effective July 1, 2004 to reflect the following:
1. Any member who is hired by the West Hartford Public Schools on or after July 1, 2004, and 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 services shall have the option, to be exercised by written request to the Pension Board, to retire not less that 60 days after the filing of said request with the Pension Board.
- D. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-8 of the Pension Ordinance shall be modified, effective July 1, 2004, to reflect the following:

**AVERAGE FINAL COMPENSATION** – The average annual compensation of a member during the three highest paid years of service prior to and including the last full month of employment. For employee's hired on or after July 1, 2004, the average final compensation for a Part B member shall not exceed the member's highest paid calendar year base wage. The highest paid calendar year base wage will be calculated on base wages or salary only (including summer school salary, if any) and will not include payments on account of overtime worked, longevity payments, meal payments, or any other payment.

- E. Effective July 1, 2020 all active employees in the bargaining unit, who are participants of the Town of West Hartford Pension Plan, shall contribute 5.5% of their gross earnings to the Pension Fund.

Effective July 1, 2021, all active employees in the bargaining unit, who are participants of the Town of West Hartford Pension Plan, shall contribute 5.5% of their gross earnings to the Pension Fund.

Effective July 1, 2022, all active employees in the bargaining unit, who are participants of the Town of West Hartford Pension Plan, shall contribute 6.0% of their gross earnings to the Pension Fund.

Effective July 1, 2023, all active employees in the bargaining unit, who are participants of the Town of West Hartford Pension Plan, shall contribute 6.5% of their gross earnings to the Pension Fund.

When an employee reaches 35 years of credited service with the West Hartford Public Schools (excluding any buy-back) their contributions shall be reduced to 2.0% of their gross earnings.

- F. For employees participating in the Town of West Hartford Pension Plan Part B, the equivalent dollar value of a portion of unused sick time paid out as described in Section 6.1 (e) is included in determining Average Final Compensation as described in the Part B Summary Plan Description.

## 8.9 Worker's Compensation

Whenever a nurse is absent from school as a result of personal injury caused by an accident or an assault arising out of and in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of such absence, not to exceed one hundred and twenty (120) days. Such period shall not exceed the compensable period of worker's compensation. No part of such absence shall be charged to his/her annual or accumulated sick leave.

## ARTICLE IX

### SALARY DEDUCTIONS

#### 9.1 Dues

- a. The Board agrees to deduct from the salaries of those employees covered under this unit, who individually and voluntarily so authorize, dues for the Association. Such authorization shall be in writing. An employee may revoke his/her authorization. Notice of revocation must be in writing.
- b. The Association shall notify the Board in writing by no-later-than June 30 of any change in the rate of membership dues for the ensuing twelve-month period July 1 through June 30.

- c. The deduction of dues for any twelve-month period July 1 through June 30 shall be scheduled as follows:
- 1) authorization received between July 1 and August 15 -- there shall be ten (10) equal monthly deductions September through June;
  - 2) authorization received between August 15 and October 15 -- there shall be eight (8) equal monthly deductions November through June;
  - 3) authorization received between October 15 and January 15 -- there shall be five (5) equal monthly deductions February through June;
  - 4) the Board shall not be required to honor any authorizations in the period January 16 through June.

## 9.2 Credit Union

The Board agrees to deduct from the salaries of its employees such amounts as said employees individually and voluntarily authorize the Board to deduct, and to transmit such sums promptly to the Franklin Trust Federal Credit Union for deposit to such employee's account. Employee authorization for such deductions shall be in writing.

## 9.3 Indemnification

The Association 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.

# ARTICLE X

## DURATION AND SAVING CLAUSE

### 10.1 Duration

- a. This Agreement shall be effective as of July 1, 2020 and shall remain in full force and effect through June 30, 2024.
- b. This Agreement shall renew automatically and shall continue in full force and effect for additional periods of one (1) year unless the Board or the Association give written notice to negotiate a successor Agreement by no-later-than November 1 preceding the date the Agreement is to terminate or any subsequent anniversary thereof. Such negotiations shall commence within thirty (30) calendar days following receipt of such written notice by either party.

10.2 Saving Clause

- a. If any provision or any portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect.
- b. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly authorized and executed by both.

IN WITNESS WHEREOF, the Parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives on this \_\_\_\_ day of the month of \_\_\_\_\_, 2021.

WEST HARTFORD BOARD OF  
EDUCATION

By \_\_\_\_\_  
(Its Chairperson)

WEST HARTFORD PUBLIC SCHOOLS  
NURSES ASSOCIATION

By \_\_\_\_\_  
(Its President)

**APPENDIX A  
Nurses Salary Schedule**

	<b>STEP</b>	<b>SALARY 2020-21</b>	<b>SALARY 2021-22</b>	<b>SALARY 2022-23</b>	<b>SALARY 2023-24</b>
<b>Diploma/Assoc. Degree</b>	1	44,015	44,015	45,115	46,243
	2	45,641	45,641	46,782	47,952
	3	47,046	47,046	48,223	49,428
	4	48,507	48,507	49,720	50,963
	5	50,009	50,009	51,259	52,540
	6	51,559	51,559	52,847	54,169
	7	53,242	53,242	54,573	55,937
	8	54,924	54,924	56,297	57,704
	9	56,479	56,479	57,890	59,338
	10	57,608	57,608	59,048	60,524
	11	64,542	64,542	66,156	67,810
<b>Bachelors Degree</b>	1	45,212	45,212	46,342	47,501
	2	46,647	46,647	47,813	49,008
	3	48,354	48,354	49,563	50,802
	4	49,845	49,845	51,091	52,368
	5	51,389	51,389	52,674	53,991
	6	52,982	52,982	54,307	55,664
	7	54,625	54,625	55,991	57,391
	8	56,407	56,407	57,817	59,262
	9	58,188	58,188	59,643	61,134
	10	59,835	59,835	61,331	62,865
	11	61,032	61,032	62,557	64,121
	12	68,378	68,378	70,087	71,839

The stipend to recognize the added responsibility and time required of the nursing supervisor shall be:

<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>
10,000	10,000	10,000	10,000

**APPENDIX A-1**  
**Nurses Plan**

**INSURANCE SUMMARY OF BENEFITS**  
**PARTNERSHIP 2.0 SCHEDULE OF BENEFITS (effective 10/1/2017)**

GENERAL	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
<b>Annual Deductible</b>	\$350 Individual,\$700 two person, \$1,050 three person, \$1,400 family max	\$300 individual, \$600 two person, \$900 family
<b>Out-of-Network Cost-Share (Coinsurance after meeting Deductible)</b>	Not Applicable	20% of allowable Usual Customary and Reasonable charges plus 100% of billed charges in
<b>Maximum out of Pocket Limit</b> (Excluded from calculation: premiums, balance billing, deductibles, out-of-network cost sharing, charges for non-covered services and charges for non-essential services )	\$2,000 individual, \$4,000 family	\$2,300 individual, \$4,900 family
<b>Lifetime Maximum</b>	None	None
<b>Person responsible for obtaining Prior Authorization</b>	Participating Provider or Physician	Member
PREVENTIVE SERVICES	Patient Share	Patient Share
<b>Well Child Care:</b>	No Co-pay	Deductible plus Coinsurance
<b>Adult Physical Exams:</b>	No Co-pay	Deductible plus Coinsurance
<b>Preventive Gynecological Visit</b>	No Co-pay	Deductible plus Coinsurance
<b>Mammography</b>	No Co-pay	Deductible plus Coinsurance
<b>Immunizations and Vaccinations</b> Includes those needed for travel	No co-pay	Deductible plus Coinsurance
MEDICAL SERVICES	In Network Patient Share	Out of Network Patient Share
<b>Primary Care Physician</b>	\$0 preferred provider/\$15 Co-pay participating provider	Deductible plus Coinsurance
<b>Specialist Physician</b> (Includes in-office procedures)	\$15 Co-pay participating provider (\$0 preferred provider for Allergy & Immunology, Cardiology, Endocrinology, ENT, Gastroenterology, OB-GYN, Ophthalmology, Orthopedic Surgery, Rheumatology, Urology - Applies in CT only)	Deductible plus Coinsurance
<b>Vision exam and Refraction:</b> 1 exam per calendar year (when performed as part of an exam)	\$15 Co-pay	Deductible plus 50% Coinsurance 1 exam per calendar year
<b>Routine Hearing Screening:</b> One per calendar year (when performed as part of an exam)	\$15 Co-pay	Deductible plus Coinsurance
<b>Maternity Outpatient (first visit only)</b>	\$15 Co-pay	Deductible plus Coinsurance
MEDICAL SERVICES	In Network Patient Share	Out of Network Patient Share
<b>Outpatient Surgery</b> performed in hospital or licensed ambulatory surgery center (Includes colonoscopy) <b>(Prior Authorization required)</b>	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Allergy Office Visit/Testing</b>	\$0 preferred provider/\$15 Co-pay participating	Deductible plus Coinsurance
<b>Allergy Injections</b> Immunotherapy or other therapy treatments	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Infertility Services</b> Office Visit Outpatient Hospital/Inpatient Hospital	\$15 Co-pay No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Gender Identity Disorder Services</b> Office Visit Outpatient Hospital/Inpatient Hospital	\$15 Co-pay No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Bariatric Surgery</b> Office Visit Outpatient Hospital/ Inpatient Hospital	\$15 Co-pay* No Co-pay	Deductible plus Coinsurance
<b>Sleep Studies—attended (Prior Authorization required)</b>	No Co-pay*	Deductible plus Coinsurance

<b>HOSPITAL SERVICES</b>	<b>In Network Patient Share</b>	<b>Out of Network Patient Share</b>
<b>All Inpatient Admissions including Childbirth (Prior Authorization required)</b>	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Ancillary Services (Prior Authorization required)</b>	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Specialty Hospital (Prior authorization required)</b> Utilization limit	No Co-pay if HEP Compliant* None	Deductible plus Coinsurance 60 days per covered person per calendar year
<b>Skilled Nursing Facility (Prior authorization required)</b> Utilization limit	No Co-pay if HEP Compliant* None	Deductible plus Coinsurance 60 days per covered person per calendar year
<b>Inpatient Hospice Care (Prior authorization required)</b> Utilization limit	No Co-pay* None	Deductible plus Coinsurance 60 days per covered person per calendar year
<b>EMERGENCY/ URGENT CARE SERVICES</b>	<b>In Network Patient Share</b>	<b>Out of Network Patient Share</b>
<b>Emergency Room Treatment</b> Waived if patient Admitted to hospital	\$250 (waived if admitted and waiver form is available)	\$250 (waived if admitted and waiver form is available)
<b>Urgent Care Clinic</b> (Out of country urgent care --\$15 co-pay)	\$15 Co-pay	Deductible plus Coinsurance
<b>Walk-in Clinic</b>	\$15 Co-pay	Deductible plus Coinsurance
Emergency Ambulance	No Co-pay if HEP Compliant*	No Co-pay*
<b>OTHER HEALTHCARE SERVICES</b>	<b>In Network Patient Share</b>	<b>Out of Network Patient Share</b>
<b>High Cost Radiological &amp; Diagnostic Tests: MRI, MRA, CAT, CTA, PET and SPECT scans (Prior authorization required)</b>	\$0 copay preferred provider/20% for non-preferred provider in Connecticut (\$0 copay outside of Connecticut)	Deductible plus 40% Coinsurance in Connecticut. (Deductible and 20% coinsurance outside of Connecticut).
<b>Diagnostic, Laboratory and X-ray Services</b>	\$0 copay preferred provider/20% for non-preferred provider in Connecticut (\$0 copay outside of Connecticut)	Deductible plus 40% Coinsurance in Connecticut. (Deductible and 20% coinsurance outside of Connecticut).
<b>Radiation Therapy</b>	\$0 copay preferred provider/20% for non-preferred provider in Connecticut (\$0 copay outside of Connecticut)	Deductible plus 40% Coinsurance in Connecticut. (Deductible and 20% coinsurance outside of Connecticut).
<b>Nutritional Counseling</b> Maximum of 3 visits per Covered Person per Calendar Year	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Private Duty Nursing (Prior Authorization Required)</b>	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Home Health Care Utilization Limits</b>	No Co-pay if HEP Compliant if HEP Compliant visits per calendar year	Deductible plus Coinsurance 200 visits per calendar year
<b>In-Home Hospice</b>	No Co-pay if HEP Compliant*	Deductible plus Coinsurance 200 visits per calendar year
<b>Acupuncture Limit: 20 visits per calendar year</b>	\$15 Co-pay	Deductible plus Coinsurance
<b>Infusion Therapy</b> Unlimited	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Surgical Removal of Breast Implant</b>	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>OUTPATIENT REHABILITATION SERVICES</b>	<b>In Network Patient Share</b>	<b>Out of Network Patient Share</b>
<b>Physical or Occupational Therapy</b> Prior Authorization may be required Benefit limit	No Co-pay if HEP Compliant* Unlimited	Deductible plus Coinsurance 30 visits per calendar year
<b>Chiropractic Therapy Benefit Limit</b>	No Co-pay if HEP Compliant* Unlimited	Deductible plus Coinsurance 30 visits per calendar year
<b>Speech therapy:</b> Covered only for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx <b>Benefit limit:</b>	No Co-pay if HEP Compliant*  Unlimited	Deductible plus Coinsurance 30 visits per Calendar Year
<b>Autism Services:</b> Behavioral, Outpatient, Rehabilitation, Physical, occupational, and speech therapy	No Co-pay if HEP Compliant*	Deductible plus Coinsurance

<b>Cardiac Rehabilitation Therapy</b>	\$0 preferred provider/ No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Other Therapy Services:</b> Radiation, Chemotherapy for treatment of cancer, Electroshock, Kidney Dialysis in Hospital or free-standing dialysis center	No Co-pay if HEP Compliant*	Deductible plus Coinsurance

<b>MEDICAL DEVICES/SUPPLIES</b>	<b>In Network Patient Share</b>	<b>Out of Network Patient Share</b>
<b>Home Oxygen</b> <b>Diabetic equipment and supplies</b>	No Co-pay	Deductible plus Coinsurance
<b>Specialized Formula</b> <b>(Prior Authorization required)</b>	No Co-pay	Deductible plus Coinsurance
<b>Wig</b> —Covered only for patient who suffers hair loss as result of chemotherapy)	No Co-pay	No Co-pay
<b>Hearing Aids</b> —Coverage limited to Dependent children 12 years of age or younger. (Limited to one set of hearing aids within a 24 month period) <b>Effective July 1, 2016</b> —Age restriction on Coverage will be removed, benefit limited to one set of hearing aids within a 24 month period <b>(Prior Authorization)</b>	No Co-Pay	Deductible plus Coinsurance
<b>Foot Orthotics</b>	No Co-pay	Deductible plus Coinsurance
<b>Durable Medical Equipment and Prosthetic Devices</b> <b>(Prior Authorization required for items over \$500)</b>	No Co-pay	Deductible plus Coinsurance
<b>Medical and Ostomy Related Services</b>	No Co-pay	Deductible plus Coinsurance
<b>MENTAL HEALTH &amp; SUBSTANCE ABUSE</b>	<b>In Network Patient Share</b>	<b>Out of Network Patient Share</b>
<b>Outpatient Treatment for Mental Health Care</b>	\$15 Co-pay	Deductible plus Coinsurance
<b>Inpatient Treatment</b> In a Hospital or Residential Treatment Center for Mental Health Care <b>(Prior Authorization required)</b>	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>Outpatient: Substance Abuse</b>	\$15 Co-pay	Deductible plus Coinsurance
<b>Inpatient Substance Abuse Treatment</b> In a Hospital or Substance Abuse Treatment Facility <b>(Prior Authorization required)</b>	No Co-pay if HEP Compliant*	Deductible plus Coinsurance
<b>PENALTY</b>		
Penalty for Failure to Obtain Prior Authorization for Covered Services		\$500 or 20% of allowable charges, whichever is less, plus 100% of billed amount in excess of allowable charges

\* 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.

<http://www.osc.ct.gov/ctpartner/>

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

##### **1. Services Requiring Prior Authorization**

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

Prior Authorization is performed by in-network provider. Prior authorization is the member's responsibility if out of network.

**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.

**Active Employee Plans—Co-payments and Cost Shares**

**Mail order is 90-day refill of Maintenance Medication**

Active Employees	Participating Retail	Maintenance Medications (90 day supply* Required after 1st 30 day fill at retail)	<b>Health Enhancement Program only</b> **Chronic Condition-Related Maintenance Medications At Mail Order
Preferred Generic	\$5.00	\$5.00	\$0.00
Non Preferred Generic	\$10.00	\$10.00	\$0.00
Preferred Brand	\$25.00	\$25.00	\$5.00
Non Preferred Brand	\$40.00	\$40.00	\$12.50
Contraceptives*** Eff. 7/1/2013	\$0	\$0	\$0
Day Supply Limit	30	90	90

\* 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**

<b>RULES APPLICABLE TO ALL PLANS</b>	
Brand Drugs as substitutes for available Generic Drugs (without coverage exception request)	The same co-payment you would pay for a Generic Drug, plus the difference in price between the Generic Drug and the Brand Drug*
Generic Substitution	Required unless Prescribing Physician submits a Coverage Exception Request, attesting that Brand Drug is Medically Necessary
Non-Preferred Drug utilization	Higher co-pay required unless Prescribing Physician submits a Coverage Exception Request attesting that Non-Preferred Brand is Medically Necessary
Prior Authorizations and Other Clinical Programs	Required for Certain Drugs—See Attachment A
Benefit Period	One Calendar Year
Diabetes Co-pay	None

Chronic Conditions <b>Health Enhancement Program</b>	Co-pays may be waived or reduced for medications to treat: Asthma, Diabetes, COPD, Hyperlipidemia, Hypertension, heart failure or heart disease
Refill Policy	Per Plan Sponsor standard guidelines
Formulary	CVS Caremark Standard Drug List

\* 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.

<b>COVERED BENEFITS</b>
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Prescription Drugs  
Maintenance Prescription Drugs Certain Preventive Medications

<b>BENEFITS BY PHARMACY TYPE</b>
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**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.

Prescription Drugs with Managed Elements (Subject to change):

<b>Drug Class/ Name</b>	<b>Criteria</b>
Abstral	Prior Authorization required
Actemra	Prior Authorization required
Actiq	Prior Authorization required
Amerge	Quantity limit: 9 tablets per 30 days
Amevive	Prior Authorization required
Axert	Quantity limit: 12 tablets per 30 days
Caverject	Quantity Limit: 6 units per 30 days
Cialis	Quantity limit: 6 tablets per 30 days
Cialis, 5 mg	Prior Authorization required, limited to those diagnosed with
Cimzia	Prior Authorization required
Edex	Quantity Limit: 6 units per 30 days

Enbrel	Prior authorization required
Fentora	Prior Authorization required
Frova	Quantity limit: 9 tablets per 30 days
Genotropin	Prior Authorization required (no coverage for ISS)
Growth Hormones	Prior Authorization required (no coverage for ISS)
Humatrope	Prior Authorization required (no coverage for ISS)
Humira	Prior Authorization required
Imitrex Injection Kits	Quantity limit: 4 kits per 30 days
Imitrex Nasal inhaler	Quantity limit: 12 units per 30 days
Imitrex tablets	Quantity limit: 9 tablets per 30 days
Imitrex Vials	Quantity limit: 10 vials (5ml) per 30 days
Incivek	Prior Authorization required
Increlex	Prior Authorization required (no coverage for ISS)
Infergen	Prior Authorization required
Intron A	Prior Authorization required
Kineret	Prior Authorization required
Lazanda	Prior Authorization required
Levitra	Quantity limit: 6 tablets per 30 days
Maxalt tablet	Quantity limit: 12 tablets per 30 days
Maxalt-MLT tablets	Quantity limit: 12 tablets per 30 days
Migranal nasal inhaler	Quantity limit: 1 kit ( 8 units) per 30 days
Muse	Quantity Limit: 6 units per 30 days
Norditropin	Prior Authorization required (no coverage for ISS)
Nutropin/AQ	Prior Authorization required (no coverage for ISS)
Nuvigil	Prior Authorization required
Omnitrope	Prior Authorization required (no coverage for ISS)
Onsolis	Prior Authorization required
Orencia	Prior Authorization required
Pegasys	Prior Authorization required
Peg-Intron	Prior Authorization required
Provigil	Prior Authorization required
Relpax	Quantity limit: 12 tablets/ 30 days
Remicade	Prior Authorization required
Ribavirin	Prior Authorization required
Rituxan	Prior Authorization required
Saizen	Prior Authorization required (no coverage for ISS)
Serostim	Prior Authorization required
Simponi	Prior Authorization required
Stadol Nasal Spray <i>(available as</i>	Quantity limit: 2 bottle per 30 days; available as generic only
Staxyn	Quantity Limit: 6 tablets per 30 days
Stelara	Prior Authorization required
Subsys	Prior Authorization required
Sumavel DosePro	Quantity limit: 12 DosePros per 30 days
Tev-Tropin	Prior Authorization required (no coverage for ISS)
Treximet	Quantity limit: 9 tablets per 30 days
Viagra	Quantity limit: 6 tablets per 30 days
Victrelis	Prior Authorization required

Xyrem	Prior Authorization required
Zomig Nasal Spray	Quantity limit: 12 inhalers per 30 days
Zomig/Zomig ZMT tablets	Quantity limit: 12 tablets per 30 days

**APPENDIX A-2**

**WEST HARTFORD BOARD OF EDUCATION  
Nurses Plan—CIGNA Premier**

Calendar Year Deductible	
• Per Person	\$ 50
• Family Aggregate Maximum	\$150
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 (After Deductible)	100%
• Fillings, Extractions, Root Canals (Endodontics)	
• Periodontal, Oral Surgery	
• Repair of Dentures & Removable Prosthetics	
Crowns & Prosthodontics (After Deductible)	50%
• Bridgework, Full & Partial Dentures	
• Crowns & Gold Restorations	
• TMJ	
Calendar Year Maximum (Per Person)	\$1,500
Periodontal Calendar Year Maximum (Per Person)	\$ 500
Orthodontia (Adult & Dependent Children)	
• Coinsurance	60%
• Lifetime Maximum	\$600

Dependent children are covered to age 19 (23 if enrolled as a full time student in an accredited school or university).

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**APPENDIX A-2**

**WEST HARTFORD BOARD OF EDUCATION  
Nurses Plan—CIGNA Preferred**

	<u>If an in-network Delta Preferred Provider is used</u>	<u>Out-of- Network</u>
Calendar Year Deductible	N/A	\$100
• Per Person		
Preventive & Diagnostic (No Deductible)	100%	50%
• Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)		
• Fluoride Treatment (For children to age 19)		
Remaining Basic (After Deductible)	80%	50%
• Fillings, Extractions & Root Canals (Endodontics)		
• Periodontal & Oral Surgery		
• Sealants (To age 16)		
Crowns & Prosthodontics (After Deductible)	60%	50%
• Crowns & Gold Restorations		
• Repair of Dentures & Removable Prosthodontics		
• Bridgework, Full & Partial Dentures		
Calendar Year Maximum (Per Person)	Unlimited	\$500
Orthodontia (Adults & Dependent Children)		
• Coinsurance	50%	N/A
• Lifetime Maximum	\$3,000	N/A

Dependent children are covered to age 19 (23 if enrolled as a full time student in an accredited school or university).

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