

AGREEMENT
between the
WEST HARTFORD BOARD OF EDUCATION
And
LOCAL 818, AFSCME, COUNCIL 4, AFL-CIO
CUSTODIAN III'S

July 1, 2022 – June 30, 2026



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WEST HARTFORD PUBLIC SCHOOLS

- AND -

LOCAL 818, COUNCIL 4, AFSCME, AFL-CIO

AGREEMENT

This Agreement has been entered into between the West Hartford Board of Education hereinafter referred to as the "Board" and Local 818 of Council #4 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I **RECOGNITION**

Section 1.0

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

ARTICLE II **UNION SECURITY**

Section 2.0

- a. During the term of this Agreement, all employees in the bargaining unit, who are members of the Union, shall tender regular periodic dues to the union.
- b. The Union shall certify in writing to the Board the annual rate of membership dues and the annual rate of the service fee within ten (10) days following any change in said annual rates.

Section 2.1

All employees will be offered an opportunity to join the Union. Employees who elect to join the Union shall sign and deliver to the Union an authorization for payroll deduction of membership dues/fees of the Union. Such authorization shall be delivered to the Board. Upon receipt of a signed authorization card, the Board agrees to deduct from the wages of the employee such

Union dues/fees. Such deductions shall continue in effect until revoked by the employee by written notice to the Union and the Union has notified the Board by written notice that the employee no longer desires to be a member of the Union. As specifically stated in Public Act No. 21-25.

Section 2.2

A listing of the names of employees from whose wages dues have been deducted will be sent to the Financial Officer of the Union no later than the last day of the month.

Section 2.3

The dues deduction for each month will be made during the first payroll period of each month and will be remitted to the Financial Officer of the Union not later than the last day of each month.

Section 2.4

The Union shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorneys' fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this Article.

Section 2.5

The Board agrees that there will be no lockout of any employee or employees during the life of this Agreement.

Section 2.6

The Union agrees that it will not call or authorize any strike, slowdown, or stoppage of work against the West Hartford Board of Education during the period of this Agreement or any extension thereof.

Section 2.7

All new hires which are represented by the bargaining unit, within fifteen (15) days of their start date, shall be released from work, for one (1) hour without loss of pay, to attend a Union orientation. Management shall not be present during the Union's orientation.

Section 2.8

Every one hundred twenty calendar days, unless more frequent or more detailed lists are required by agreement between the parties, a public employer shall provide the exclusive representative, in an editable digital file format agreed to by the exclusive representative, the following information: Each bargaining unit employee's name, job title, worksite location, work telephone number, date of hire, work electronic mail address, home address and, if authorized by the employee via written authorization provided to the exclusive representative, the employee's home telephone number, personal cellular mobile telephone number and personal electronic mail address if on file with the public employer.

ARTICLE III **SENIORITY**

Section 3.0

Upon request, the Board shall prepare a list of all employees in the bargaining unit showing their seniority, if any, in length of service with the Board and deliver the same in duplicate to the Council 4 office.

Section 3.1

New employees shall serve a probationary period of six (6) months actually worked and shall have no seniority rights during this period, but shall be subject to all other provisions of this agreement. All employees who have completed their probationary period shall be regular employees and shall acquire length of service records as of the date of their employment.

Section 3.2

When an employee is retained in a vacancy or new position for a period of ninety (90) workdays, he/she shall be considered as qualified to hold the position to which he/she has been assigned.

Section 3.3

The matter of filling job vacancies shall be an administrative prerogative. Discretion shall be left to the Superintendent of Schools as to whether or not a particular vacancy need or need not be filled. In the event that a vacancy is to be filled, every attempt must be made to fill such vacancy within sixty (60) days of the date that a particular position has been vacated, and ninety (90) days from the date that a new position has been created. Notices of all vacancies must be posted in all schools for a period of ten (10) days on a bulletin board made accessible to each employee. The selection of personnel to fill job vacancies is the ultimate responsibility of the Superintendent, who after notice to and discussion with the Union will make the final decision with respect to the filling of job vacancies. The procedure for the filling of those job vacancies, which are included within the scope of this contract, is subject to arbitration.

Section 3.4 – Transfers

Transfers of custodial personnel between buildings may be initiated by the Superintendent or his designated agent. In making personnel transfers, the needs and interests of affected parties will be given every consideration, but the overall welfare of the school system will be considered as paramount when personnel transfers are deemed to be necessary.

The Superintendent or his designee will confer with the Union prior to deciding whether or not to transfer an employee for disciplinary or for other reasons.

Section 3.5

For the purpose of this Article, the terms “bump” and “bumping” shall mean the displacement of employees within a classification, on the basis of seniority, because of a reduction in the number of positions. The term “layoff” shall mean termination of employment at the conclusion of the bumping process because of a reduction the number of positions. Seniority for purposes of bumping, layoff and recall under this Article shall be defined as length of service within the bargaining unit.

Section 3.6

The order of layoff by employee type, first to last, shall be:

- 1st -- part time
- 2nd -- probationary
- 3rd -- regular

Section 3.7

When a position is eliminated and the number of employees within the classification affected exceeds the number of positions in that classification, the employee directly affected shall bump the employee with least seniority in that classification, if any.

Section 3.8

For a period of twenty-four months following layoff, laid off regular employees with the most seniority shall be recalled first and no new employees shall be hired in this classification until all laid off employees in this classification have been given the opportunity to return to work.

Section 3.9

If an employee bumped from a job position refuses to accept employment in another job position within the bargaining unit, it will be considered that the employee has terminated his/her employment and therefore he/she shall not be eligible for recall.

Section 3.10

Individuals who are recalled must assume their duties within fifteen (15) working days following written notice of recall or it shall be considered that they have declined recall. The Director of Plant Services may grant an extension to the time for reporting back to work. The recalled individual will return to work at the appropriate negotiated pay rate.

ARTICLE IV
HOURS OF WORK

Section 4.1

- a. The basic work week shall be forty-two and one-half (42-1/2) hours per week from September through June and forty (40) hours per week for the months of July and August.
- b. Overtime is to be paid at time and one-half (1.5) after the first 125 hours of overtime at the high schools and 100 hours of overtime at the middle schools.
- c. All hours worked beyond the hours stated in section 4.1b shall be compensated at the rate of time and one-half (1.5).
- d. The working hours (shift) of unit members may be changed by the Superintendent based on the best interests of the school district after discussion with the Union. Such changes in shift shall be made only with good reason and will reflect the needs and interests of affected parties.

Section 4.2

Employees who work during the historical day shifts, are also required to do the following:

- a. Weekend building checks, 40 weeks per year.
- b. Holiday building checks, 12 days per year. Exception: If the C-III is on vacation, he/she would not be expected to provide building checks on that day.
- c. Employees are expected to be at the school above and beyond the normal work week for the following conditions:
 - 1. At the call of the school principal
 - 2. At the call of the supervisor of custodians.
 - 3. At any time the employee's presence is necessary.
 - 4. Call back for emergencies or police notification.
- d. Employees may assign custodial staff to do building checks on the following holidays: Thanksgiving, Good Friday, Easter, Memorial Day, and Labor Day if deemed necessary by the Director of Plant and Facilities Services.

Section 4.3

In the event that employees are assigned to shifts other than their historical day shift in accordance with Section 4.1 above the following will apply:

- a. The employee shall be given a thirty (30) working day notice of such shift change, except in cases of emergency. In those cases, the shift change will take place immediately and continue for the duration of the problem.
- b. Employees who are transferred to a new shift, such transfer will be reviewed every three (3) months to be consistent with Section 4.1 above.
- c. While assigned to a new shift and an employee is assigned to perform work on their historical day shift, the hours shall be accrued and compensated consistent with Section 4.1 above.
- d. Weekend building checks, 40 weeks per year. Building checks will not be performed during July and August.
- e. Holiday building checks, 12 days per year. Exception if the C-III is on vacation, he/she would not be expected to provide building check on that day.

ARTICLE V **HOLIDAYS**

Section 5.0

Except as school may be in session, employees shall be granted a total of twelve (12) paid holidays during each year as designated by the Superintendent of Schools.

In addition, the employees shall have two (2) Floating Holidays that may be taken at any time of the year.

Section 5.1

- a. Holidays occurring on Saturday will be observed on the preceding Friday, if there is no school on said Friday.
- b. Holidays occurring on Sunday will be observed on the following day, if there is no school on said Monday.

Section 5.2

Whenever any of these holidays occur while an employee is out on sick leave, the employee shall be granted an additional day off at a time agreeable to the department supervisor.

Section 5.3

Where a holiday occurs at the beginning or end of a particular week and the resulting time off becomes a three-day holiday period, the employee will be required to report for duty on the day before and the day after the three-day holiday interim in order to establish eligibility for holiday

pay. In the event of illness during the three-day holiday period, the employee will be required to furnish a doctor's certification of illness in order to establish eligibility for holiday pay.

Section 5.4

When a holiday occurs during a regular vacation period, said holiday shall not be charged against the employee's earned vacation time. The employee will be granted an additional day off to compensate for the lost holiday at a time mutually agreeable to the department supervisor.

Section 5.5

When Christmas Day and New Year's Day are preceded by a workday, employees shall be granted a four-hour leave from work on the day proceeding each of these holidays.

ARTICLE VI VACATIONS

Section 6.0

Employees shall be given vacations as follows: After one (1) year of employment within the West Hartford Public Schools, an employee shall receive twenty (20) vacation days. Employees with less than five (5) months service by June 30 have earned no vacation. Employees with more than five (5) months but less than one (1) year's employment will be eligible for two (2) weeks' vacation. June 30 will be used as the cut-off date for determining length of employment.

Section 6.1

The vacation period will be set by mutual agreement among department head and the employee. Seniority shall guide vacation preferences, but in all cases the welfare and best interests of the school system must be considered as paramount.

Section 6.2

Vacation days may be taken as scheduled with the approval of the Supervisor of Custodians.

Section 6.3

- a. Pro rata accumulated vacation shall be granted to an employee upon retirement who is a member of the Town Retirement Plan, provided that this arrangement does not conflict with any provisions of the pension and retirement plan of the Town of West Hartford.
- b. Pro rata accumulated vacation pay shall be granted to an employee in the event he/she terminates his/her service with the schools.
- c. In the event of the death of an employee, his/her spouse and/or minor children or estate shall receive his/her pro rata accumulated vacation pay.

Section 6.4

In the event of illness during an employee's vacation period, the employee shall be given the option of charging the sick days to his/her sick leave, provided such illness has been verified by a doctor's certificate.

Section 6.5

An employee, who without prior approval, extends his/her vacation period beyond the number of earned days to which he/she is entitled, may be subject to disciplinary action as set forth in **Article IX**. If upon review of the matter it is ascertained that the absence period had to be extended for reasons beyond the control of the employee, the provisions of this paragraph will not be invoked.

Section 6.6

Where necessary, with the approval of the Manager of Building Services, an employee may carry over or choose to be reimbursed up to five (5) unused vacation days. Days carried over into the next fiscal year must be used in that fiscal year or will be lost.

ARTICLE VII **LEAVE PROVISION**

Section 7.0

Sick leave of eighteen (18) days annually, not including absence covered by Workers' Compensation, cumulative to 200 days shall be granted to personnel who have completed the required probationary period. July 1 of each fiscal year shall be the date for determining the amount of sick leave accumulated annually.

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

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

Section 7.1

Sick leave may be used in the following cases.

- a. Personal illness or physical incapacity
- b. Enforced quarantine of the employee in accordance with community health regulations.

- c. To meet dental or medical appointments or other sickness prevention measures, provided that it is not possible to arrange for a dental or medical appointment at a time other than when the employee is to be on duty. Except in emergency situations, the employee shall inform the Supervisor of Custodians in advance of the date and time of such appointment.

Section 7.2

In all cases sick leave with pay in excess of five (5) workdays will be granted only when a certificate from a practitioner of medicine or surgery, licensed to practice in the State of Connecticut, verifying the need for extended sick leave, has been submitted to the Director of Plant Services.

Section 7.3 – Payment for Unused Sick Leave Upon Termination

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

- a. Upon retirement under the Town pension and retirement plan, an employee shall receive, on the basis of his/her current regular-time wage rate, one-half (1/2) of the sick leave benefits which may have accrued to his/her credit to a maximum of seventy-five (75) days provided that this arrangement does not conflict with any provisions of the pension and retirement plan of the Town of West Hartford. This provision shall not apply to employees hired by the Board after 07/01/2010.
- b. In the event of an employee's death his/her spouse and/or minor children or estate shall receive, on the basis of the employee's current regular-time wage rate, the sick leave benefits which may have accrued to his/her credit to a maximum of sixty (60) days, provided that the employee is a member of the Town Retirement Plan at the time of his/her death.

Section 7.4 – Leave for Bereavement and Illness in the Immediate Family

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

- a. Death in the immediate family (spouse, son, daughter, parent, sister, brother, grandparent, grandchild, or any relative, whether by birth or marriage, who is a resident, other than temporary, in the immediate household) – a maximum of five (5) workdays absence in a fiscal year without loss of wages.
 - If an employee needs additional leave days without loss of wages in excess of the five (5) workdays provided in a. 1, those days may be granted at the discretion of

the Superintendent. The specific number of additional days required will be charged to the following sources in the following order as available:

- a maximum of two (2) days
- the employee's unused sick leave

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

- b. Illness in the immediate family (spouse, son, daughter, parent or any relative, whether by birth or marriage, who is a resident, other than temporary, in the employee's immediate household) – a maximum of three (3) workdays absence in a fiscal year without loss of wages.
- If an employee needs additional leave days without loss of wages in excess of the three (3) workdays provided in b. 1, the employee may submit a request for additional days to the Director of Plant Services. The Director of Plant Services, in his/her sole discretion, may grant additional days. Any additional days which are granted will be charged to the following sources in the following order as available:
 - a maximum of two (2) days
 - the employee's unused sick leave
- c. Except in emergency situations, the employee shall notify the Supervisor of Custodians of his/her intended absence for reasons cited in a. and b. in advance. In an emergency situation, the employee shall inform the Supervisor of Custodians of the reason for his/her absence as soon as possible, but definitely on the day he/she returns to work.

Section 7.5 – Injury Leave Provision

Injury Leave, as distinguished from sick leave, shall mean leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties. Employees of the Board are covered by Workers'

Compensation Insurance and are paid stated amounts due for injuries sustained on the job. He/she may elect to use accumulated sick time to cover the difference between the amount

covered by Workers' Compensation and his/her regular pay for a period not to exceed one (1) year from the date on which the injuries were sustained. The difference will cease to be paid when the employee's accumulated sick leave has been exhausted.

Section 7.6

- a. One Union member who may be elected as delegate shall be allowed the required time without loss of pay, to attend official Union conventions and conferences up to a maximum of three (3) days per year.

- b. Negotiation sessions shall be divided equally between employee working and non-working hours.

Section 7.7 – Other Leave with Pay

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

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

employee upon submission by the latter of a form certifying the amount of money which he/she has been paid during his/her period of absence.
- d. Participation in conferences or official meetings as approved by the Superintendent or his agent, which will enhance the value of the employee to the school system.
- e. Participation in education or training courses as approved by the Superintendent or his agent, which enhance the employee's value to the school system. In the event that the employee receives a scholarship or fellowship, his/her normal salary shall be reduced by that amount for the duration of the leave.
- f. Holy days (formal religious observance) – two (2) days per work year.

Section 7.8

Two (2) additional personal days may be granted within the fiscal year at the discretion of the Superintendent and upon written prior request of the employee. This benefit is to be considered as discretionary and not mandatory.

ARTICLE VIII **GRIEVANCE PROCEDURES**

Section 8.0

Grievances arising out of matters covered by this Agreement concerning wages, hours, and conditions of employment, will be processed in the following manner at the request of either party to the contract.

Section 8.1 – Employee and Immediate Supervisor

- a. The employee and/or his/her representative shall present to the Supervisor of Custodians all facts pertaining to the grievance.
- b. The Supervisor of Custodians shall adjust the grievance at once, or notify the employee and/or his/her representative of his decision within five (5) working days following the day that the grievance is presented.

Section 8.2 – Employee and Department Head

- a. If either the employee or the Union is not satisfied with the disposition of the grievance under **8.1**, the Union may appeal the grievance to the Director of Plant Services. The appeal shall be submitted in writing stating:
 1. the facts of the grievance;
 2. the articles and sections of this Agreement allegedly violated; and
 3. the remedy sought.

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

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

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

Section 8.3 – Employee and Administrative Head

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

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

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

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

Section 8.4 – Arbitration

In the event that the Union feels that further review is justified, it shall file written notice with the Board within twenty (20) working days following completion of the procedure set forth in 8.3 of its intent to submit the matter to arbitration. There may be agreement by both parties as to the designation of the arbitrator. If such agreement cannot be reached within ten (10) working days following receipt of the notice to submit, the Union may submit the grievance to the American Arbitration Association or the State of Connecticut Board of Mediation and Arbitration for arbitration. All costs and expenses of arbitration shall be borne equally by the Board and the Union.

Notwithstanding the above, the Board may elect to have the grievance heard before AAA, in which case the Board shall assume all costs associated with AAA arbitration except for the Union's cost for their representative.

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

Section 8.5

Any grievance not presented in writing for disposition through the grievance procedure set forth above within twenty (20) working days of the occurrence of the condition giving rise thereto, or within twenty (20) working days of the time the employee or the Union knew, or reasonably should have known, of the occurrence of the condition giving rise thereto, whichever comes later, shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved and the Union. The time limits specified at any step may be extended in any particular instance by mutual agreement of the Superintendent, or his Agent, or the Union.

Section 8.6

- a. A maximum of one (1) Officer and/or Steward of the Union, designated by the Union, shall be afforded the necessary amount of time without loss of wages to adjust grievances actually filed.
- b. A maximum of one (1) Officer and/or Steward of the Union, designated by the Union, shall be afforded the time in accordance with 7.6 (b) without loss of wages for contract negotiations.

ARTICLE IX
DISCIPLINARY PROCEDURE

Section 9.0

- a. The tenure of every employee shall be conditioned upon behavior and the satisfactory performance of his/her duties.
- b. Employees shall not be disciplined without just cause
- c. Whenever any such action is taken, the department head shall, within twenty-four (24) hours, furnish in writing to the employee, the Union Representative, and the International Representative a statement of reasons for such action and the period of time of the suspension or demotion.
- d. All disciplinary actions may be appealed through established grievance procedures.

ARTICLE X
WAGES

Section 10.0

Effective July 1, 2022, the salaries shall be increased by 3%.

Effective July 1, 2023, the salaries shall be increased by 3%.

Effective July 1, 2024, the salaries shall be increased by 3%.

Effective July 1, 2025, the salaries shall be increased by 3%.

The annual salary rate for employees shall be as follows:

2022/2023

King Philip and Sedgwick schools	\$90,957
Conard and Hall High School	\$94,382

2023/2024

King Philip and Sedgwick schools	\$93,686
Conard and Hall High School	\$97,213

2024/2025

King Philip and Sedgwick schools	\$96,497
Conard and Hall High School	\$100,129

2025/2026

King Philip and Sedgwick schools	\$99,392
Conard and Hall High School	\$103,133

CIII Custodian overtime wages commence after 100 hours for middle schools and 125 hours for high schools.

If the Board builds a new school that is over 150,000 square feet, or if the Board expands an existing school to over 150,000 square feet in size, the Board agrees to meet with the Union, in order to discuss whether it is appropriate for a CIII to be placed in that school.

Section 10.1 – Longevity Program

6 to 9 years of service	\$800
10 to 14 years of service	\$1,000
15 to 19 years of service	\$1,100
20 to 24 years of service	\$1,150
25 or more years of service	\$1,200

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

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

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

Section 10.2 – Work Attendance

A bonus will be awarded for perfect attendance according to the following schedule:

1 year	\$350
2 consecutive years	\$550
3 consecutive years or more	\$750

The work attendance payment will be made in the first payroll period of the new fiscal year.

ARTICLE XI
SAFETY AND HEALTH

Section 11.0

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

Section 11.1

The Board of Education agrees to provide employees a comprehensive uniform maintenance program at no cost to employees. Employees shall be required to wear proper uniform and footwear. Shorts are not allowed.

Section 11.2

The Board will provide each employee an annual shoe allowance of two hundred dollars (\$200) and a work jacket. Safety shoes must be purchased by the employee and worn at all times at work.

ARTICLE XII
INSURANCE AND PENSIONS

Section 12.0

All "employees", as identified in Article I, who are paid at least fifty percent of the rate of any category listed in Article X, shall be eligible for any of the insurance programs listed within this Article.

Section 12.1 Benefits

- a. Subject to the conditions set forth below, the following Health/Medical insurance program shall be provided through the Connecticut State Partnership Plan 20. (SPP) for medical benefits. The medical benefits shall be as set forth in the SPP including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other provisions shall be as established by the SPP.

The premium rates shall be set by the SPP.

Effective July 1, 2022, the Board shall pay for all full-time employees 79.5% of the premium cost and the employee shall pay 20.5% of such cost. Effective July 1, 2023, the Board shall pay for all full-time employees 79.5% of the premium cost

and the employee shall pay 20.5% of such cost. Effective July 1, 2024, the Board shall pay for all full-time employees 79% of the premium cost and the employee shall pay 21% of such cost. Effective July 1, 2025, the Board shall pay for all full-time employees 79% of the premium cost and the employee shall pay 21% of such cost.

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.

In the event any of the following occur, the Board or the Federation 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.

The Board may substitute a comparable plan if agreed to by the Union. 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.

b. Dental

CIGNA Premier Dental Plan

The Board shall make available for the duration of this Agreement and at a level of service no-less-than that in effect June 30, 1998 the CIGNA Premier plan as described in Appendix A.

CIGNA Preferred Dental Plan

The Board shall make available as a second dental option the CIGNA Preferred Dental Plan. Described in Appendix A.

The Board may substitute a comparable plan if agreed to by the Union. 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, provided the maximum monthly long term disability benefit shall be \$4,000 and the maximum life insurance benefit shall be \$125,000, and provided further that there is a twenty-

four 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 Union. 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.

Section 12.2 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 this Article for each level of coverage if the Board has funded those benefits on a fully-insured basis, giving full credibility to actual experiences.

The Board shall provide the Union, upon request, with a written statement from each carrier of the premium rate that each carrier currently charges, or will charge the Board, to provide the benefits specified in this Article for each level of coverage on a fully-insured basis.

- b. The Board of Education, Anthem Blue Cross and Blue Shield, Connecticut State Partnership Plan 2.0 (SPP) or such other Third Party Administrator (TPA), mutually agreed to by the Board and Union subject to the provisions of Article XII of this Agreement shall make available to the Union 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 Union 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. Board and Employee Premium Contributions. Effective July 1, 2022, the Board shall pay for all full-time employees 79.5% of the premium cost and the employee shall pay 20.5% of such cost. Effective July 1, 2023, the Board shall pay for all full-time employees 79.5% of the premium cost and the employee shall pay 20.5% of such cost. Effective July 1, 2024, the Board shall pay for all full-time employees 79% of the premium cost and the employee shall pay 21% of such cost. Effective July 1, 2025, the Board shall pay for all full-time employees 79% of the premium cost and the employee shall pay 21% of such cost.

1. **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.

2. Group Life

For coverage up to two times (2X) the annual salary, not to exceed \$125,000, the employee shall pay ten percent (10%) of the premium cost. The Board shall pay the balance of the 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 percent (100%) of the premium cost.

3. Dental

The employee shall pay twenty percent (20%) of premium costs for the Cigna Premier Plan or the Cigna Preferred Dental Plan. The Board shall pay the balance of the cost.

Section 12.3

The Board shall make an IRS Section 125 plan available to the employee making premium contributions for insurance benefits under this Article 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.

Section 12.4

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, birth, divorce, death).

Section 12.5

The Board of Education shall provide and pay for each individual retired employee's membership, who is under 65, and shall provide and pay fifty percent (50) of the cost for the retired employee's enrolled dependents' membership, who are under the age of 65, the same hospital and medical plans as would be provided by the Board if such employee were an active (working) employee.

Section 12.6

Employees who are eligible to participate in the Pension Plan and do participate in the Pension Plan shall contribute a percentage of their gross income each year to said plan as detailed in Section 12.8.

Section 12.7

The Board shall establish and maintain a 457k retirement savings plan for the members of the bargaining unit.

Section 12.8

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, 2005, to reflect the following:

Any member who is hired by the Board of Education on or after July 1, 2005 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.

Any member who is hired by the Board before July 1, 2005 and who retires on or after July 1, 2005 and who becomes eligible for a normal retirement 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:

<u>Years after Normal Retirement</u>	<u>Supplement Amount</u>	<u>Total Amount</u>
1	\$600	\$ 600
2	\$600	\$1,200
3	\$600	\$1,800
4	\$600	\$2,400
5	\$600	\$3,000
Each full year over 5	\$600	

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.

Pension contributions increase as follows:

- 7% for 7/1/2022
- 7% for 7/1/2023
- 7% for 7/1/2024
- 7% for 7/1/2025

Employees hired after July 1, 2014 will become members of a Hybrid Plan which will become part of the Town of West Hartford Pension Ordinance (Part E of amended Pension Ordinance). Summary of the plan is as follows:

Defined Benefit Pension Plan Design:

1. Member contributes 3% of base wages
2. Member is eligible for a retirement allowance payable during the member's lifetime of an annual amount equal to one percent (1%) of the member's final average compensation multiplied by the member's years of credited service, up to a maximum of 35 years.

Defined Contribution Plan Design:

- Adopt a Defined Contribution Plan proposed by the Town with the matching employer contribution being 2.25% of base salary and employee contribution being 2.25%.

ARTICLE XIII
MISCELLANEOUS

Section 13.0

Any employee required to use his/her personal vehicle within town in connection with his/her work assignment will be reimbursed for the mileage involved at the prevailing Government Services Administration (GSA) rate.

Section 13.1

The Board shall distribute signed copies of the Agreement as follows:

- a. Six (6) copies to the Union upon the signing of the Agreement.
- b. A copy to each employee within thirty (30) days after the signing of this contract.
- c. A copy to each new employee within thirty (30) days after the date on which he/she has been hired.

Section 13.2

Existing written policies of the Board of Education pertaining to employee personnel shall be considered as part of this Agreement.

ARTICLE XIV

MANAGEMENT RIGHTS

Section 14.0

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board of Education has and will continue to retain whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to, the following:

- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board of Education.
- b. To establish or continue policies, practices and procedures for the conduct of the Board of Education business from time to time to change or abolish such policies, practices or procedures or deviate from procedures, practices or policies in exceptional cases after notice to and discussion with the Union.
- c. To discontinue processes or operations, or to discontinue their performance by employees.
- d. To select and to determine the number and type of employees required to perform the operations of the Board of Education.
- e. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board of Education.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employee affected by them.
- g. To insure that incidental duties connected with school operations whether enumerated in job descriptions or not, shall be performed by employees.
- h. To establish contracts or subcontracts for school operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by employees of the bargaining unit shall continue to be so performed unless, in the sole judgment of the Board of Education, it can be done more economically or expeditiously otherwise.

The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent by virtue of statutory and charter provisions and are not subject to 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 XV **DURATION**

Section 15.0

This Agreement shall be effective as of July 1, 2022, and shall remain in full force and effect through June 30, 2026.

The contract shall be automatically renewed and be in full force and effect from year to year after July 1, 2026 unless either party shall notify the other in writing no later than March 1, 2026 of its intent for renewal or modification with the objective of completing negotiations by July 1, 2026, insofar as that may be practicable.

Section 15.1


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

Signature Page

In witness whereof the parties have set their hands this 19th
day of the month of April, 2022.

FOR THE EMPLOYER

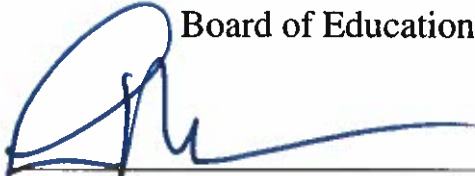
**FOR LOCAL 818 OF
COUNCIL 4
AFSCME AFL-CIO**




SIGNED: Chairman
Board of Education



SIGNED: President
Local 818



SIGNED: Superintendent



SIGNED: Staff Representative
Council 4, AFSCME

APPENDIX A

Insurance Plan



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

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

² OUT-OF-NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance. Outside of carrier's immediate service area, deductible plus 20% coinsurance.

(continued on next page) 2



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

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

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

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



Insured by: Cigna Health and Life Insurance Company

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

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

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

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

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

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. Policy forms (for insured dental plans) in OK: HP-POL99 (CHLIC), GM6000 EL1288 et al (CGLIC); OR: HP-POL68; TN: HP-POL69 HC-CFR2VI et al (CHLIC). The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

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



Insured by: Cigna Health and Life Insurance Company

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

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

Alternate Benefit Provision	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses. This provision does not apply to fillings.
Oral Health Integration Program (OHIP)	Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with the following medical conditions: diabetes, heart disease, stroke, maternity, head and neck cancer, radiation, organ transplants and chronic kidney disease. There's no additional charge for the program, those who qualify get reimbursed 100% of coinsurance for certain related dental procedures. Eligible customers can also receive guidance on behavioral issues related to oral health and discounts on prescription and non-prescription dental products. Reimbursements under this program are not subject to the annual deductible, but will be applied to and are subject to the plan annual maximum. Discounts on certain prescription and non-prescription dental products are available through Cigna Home Delivery Pharmacy only, and you are required to pay the entire discounted charge. For more information including how to enroll in this program and a complete list of program terms and eligible medical conditions, go to www.mycigna.com or call customer service 24/7 at 1 800 CIGNA24.
Timely Filing	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
Benefit Limitations:	
Oral Evaluations	2 per calendar year
X-rays (routine)	Bitewings 2 per calendar year
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images. Limited to a combined total of 1 per 36 months.
Diagnostic Casts	Payable only in conjunction with orthodontic workup.
Cleanings	2 per calendar year, including periodontal maintenance procedures following active therapy.
Fluoride Application	1 per calendar year for children under age 19.
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months for children under age 16.
Space Maintainers	Limited to non-orthodontic treatment for children under age 19.
Inlays, Crowns, Bridges, Dentures and Partials	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white-tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once.
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation.
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white-tooth-colored material on molar crowns or bridges.
Benefit Exclusions:	
Covered Expenses will not include, and no payment will be made for the following:	
Procedures and services not included in the list of covered dental expenses.	
Diagnostic: cone beam imaging, Preventive Services: instruction for plaque control, oral hygiene and diet.	
Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and/or lower first, second and/or third molars.	
Periodontics: bite registrations, splinting.	
Prosthodontic: precision or semi-precision attachments, initial placement of a complete or partial denture per plan guidelines.	
Implants: implants or implant related services.	
Procedures, appliances or restorations, except full dentures, whose main purpose is to change vertical dimension; diagnose or treat conditions or dysfunction of the temporomandibular joint (TMJ); stabilize periodontally involved teeth; or restore occlusion.	
Athletic mouth guards, services performed primarily for cosmetic reasons, personalization, replacement of an appliance per benefit guidelines.	
Services that are deemed to be medical in nature, services and supplies received from a hospital, Drugs: prescription drugs.	
Charges in excess of the Maximum Allowable Charge.	

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

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