

AGREEMENT

BETWEEN THE

WEST HARTFORD BOARD OF EDUCATION

AND THE

THE WEST HARTFORD BOARD OF EDUCATION
PROFESSIONAL EMPLOYEES
SEIU, CSEA, LOCAL 2001 AFL-CIO

JULY 1, 2021 TO JUNE 30, 2025

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PREAMBLE

This Agreement is made and entered into by and between the West Hartford Board of Education (hereinafter referred to as the "Board" or "Employer") and SEIU Local 2001 CSEA (hereinafter referred to as the "Union").

ARTICLE 1 RECOGNITION

SECTION 1.1 Pursuant to the certification of the Connecticut State Board of Labor Relations dated 12/3/2003, the Board hereby recognizes the Union as the representative for the purposes of collective bargaining of the West Hartford Board of Education Professional Employees SEIU Local 2001 CSEA.

SECTION 1.2 The Board agrees to provide the Union with notice of any newly created or reclassified professional position. If there is any question as to which unit, if any, such new or reclassified position may belong, either the Board or the Union may file with the Connecticut State Board of Labor Relations a petition to determine whether the position or positions in issue properly belong in this bargaining unit.

ARTICLE 2 UNION SECURITY

SECTION 2.1 During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.

SECTION 2.2 Union dues and CSEA PAC shall be deducted by the Board from the paycheck of each employee who signs and remits to the Board an authorization form, such authorization shall include written and electronic authorization allowable under State and Federal law. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

SECTION 2.3 The amount of dues deducted under this Article, together with a list of all employees, shall be remitted to CSEA, Local 2001, SEIU, within a week after the payroll period in which such deduction is made together with a list of employees for whom any such deduction is made. If no dues were deducted for an employee, an explanation shall appear in place of the

deduction (e.g., new hire, LOA, termination, no record of authorization etc.) Union dues and CSEA PAC shall be deducted on a monthly basis.

SECTION 2.4 The Union shall indemnify the Employer for any liability or damages incurred by the Employer in compliance with this Article.

SECTION 2.5 The Board shall provide, in an editable digital file format, the following information if on file with the Board: Name, job title, department, work location, home email address, work email address, home telephone number, work telephone number and the home address of any newly hired employee. The Board shall provide such information with real time electronic transmission of new hire data. The Board agrees that if the Union provides a template and/or a site for which such data may be submitted the Board that use the format and submission method provided by the Union.

SECTION 2.6 The Board agrees that each newly hired employee shall participate in a mandatory and in-person meeting(s), as small as one individual, within the first fourteen (14) calendar days from the date of hire during regular working hours and onsite without loss of compensation.

Each newly hired employee, as part of his or her in-person orientation meeting(s), shall be required to attend a mandatory one (1) hour orientation meeting, conducted by the Union, at the start of any orientation meeting without loss of compensation.

A newly hired employee who does not attend the session conducted by the Union, shall be required to attend a mandatory and in person one (1) hour make-up session during regular working hours and on site without loss of compensation. The make-up session shall be arranged and conducted by the Union. The Board shall notify newly hired employees at least forty-eight (48) hours in advance of the make-up session in writing that the employee's attendance is required.

If no orientation is conducted, then the union will be allowed one (1) hour during the new employee's workday to make such a presentation without loss of compensation.

Union designee(s) including, but not limited to, Union representative, officers, stewards, and members, shall conduct the sessions covered under this agreement.

Newly hired employees shall be granted release time without loss of compensation to meet with the Union designee(s) during regular working hours and on site.

The Board shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss and compensation to conduct any sessions, meetings, and trainings covered by this agreement.

The Board shall be absent from the room during any sessions, meetings, and trainings, conducted by the Union.

The Union shall have the right to access and use Board facilities and audio-visual equipment to conduct orientation sessions and separate meetings with newly hired employees.

The Board shall provide the Union with at least ten 10 days' electronic notice of any orientation meeting and send an electronic list of expected participant(s) at least forty-eight 48 hours in advance of the orientation meeting.

ARTICLE 3 COMPENSATION

A. Salaries

- Retroactive to July 1, 2021 step movement and steps 1-9 will receive a general wage increase of 1.75% and step 10 will receive a 3% general wage increase
- Effective July 1, 2022 step movement and steps 1-9 will receive a general wage increase of 1.75% and step 10 will receive a 3% general wage increase
- Effective July 1, 2023 step movement and steps 1-9 will receive a general wage increase of 2 % and step 10 will receive a 3% general wage increase
- Effective July 1, 2024 step movement and steps 1-9 will receive a general wage increase of 2% and step 10 will receive a 3% general wage increase

B. Longevity

In recognition of six (6) years or more continuous service, in the Town of West Hartford Public School System, the Board, on the employee's anniversary date of employment, will add to the annual salary of all employees an additional lump sum as follows:

<u>Length of Continuous Service</u>	<u>Additional Annual Salary</u>
6 to 9 years	\$600
10 to 14 years	\$700
15 to 19 years	\$1000
20 years and over	\$1100

**ARTICLE 4
APPOINTMENTS AND VACANCIES**

SECTION 4.1 The Board shall post all of newly established positions within the bargaining unit and notices of vacancies within the bargaining unit which it wishes to fill for a period of two (2) weeks internally prior to outside posting. Such notice shall specify the title and salary range of the position, the nature of the work to be performed, the requisite qualifications, including experience for the position, and the closing date for receiving applications. Any employee who meets the minimum qualifications may submit his or her application to the Board. Prior to the posting of newly established positions the Board and the Union shall meet to discuss the new position, qualifications, experience, and salary range.

SECTION 4.2 The Board shall interview all internal applicants for an open position or a vacancy.

SECTION 4.3 Notification - At the time of appointment or recall from a layoff, a letter signed by the Superintendent, or his/her designee, with a copy sent to the collective bargaining unit president, will be prepared indicating the following:

- A. Rate of remuneration
- B. Hours of employment
- C. Schedule

**ARTICLE 5
INSURANCE BENEFITS**

Health and Disability Insurance

All "Employees" who are paid at least fifty percent of the rate of any category shown in Appendix A shall be eligible for the insurance programs listed in Article V, Section 1.

The following insurance program shall be provided through the third party administrator services of Anthem Blue Cross and Blue Shield, with the exception of prescription drug coverage, which shall be administered by Caremark.

SECTION 5.1

- A. Health

Connecticut State Partnership Plan 2.0 (SPP) is a preferred provider organization plan being offered to each bargaining unit active and retired member effective July 1, 2019. As of October 1, 2020, the third party administrator is Anthem Blue Cross and Blue Shield. The benefit levels are described in Appendix B.

B. Dental

1. The Board shall make available for the duration of this Agreement and at a level no-less-than effect June 30, 1998 currently in effect as described in Appendix C. Effective July 1, 2019, dental provider changes to Cigna Premier.

OR

2. The Board shall make available as a second dental option for the duration of this agreement and at a level of service no-less-than that in effect June 30, 1998 currently in effect as described in Appendix D. Effective July 1, 2019, dental provider changes to Cigna Preferred.

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 that 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 5.2 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 5.1 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 Union, 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 5.1 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 or such other Third Party Administrator (TPA), mutually agreed to by the Board and Union subject to the provisions of Article 5.1 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.

Connecticut State Partnership Plan 2.0 (SPP)

Subject to the conditions set forth below, effective July 1, 2019, the Board shall offer each bargaining unit active and retired member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for medical and dental benefits. 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.

The premium cost shares for employees medical shall be as follows:

July 1, 2021	19.5%
July 1, 2022	20%
July 1, 2023	20.25%
July 1, 2024	20.5%

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 and 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 Professional Employees SEIU, CSEA, Local 2001 AFL-CIO 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 increase beyond anticipated trend the cost of the medical benefits plan or alter the plan coverage 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, 2019 (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

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.

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.

Group Life

For coverage up to the applicable maximum, 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.

SECTION 5.3 The Board shall make an IRS Section 125 plan available to the employee making premium contributions for insurance benefits under Section 5.1 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).

SECTION 5.4 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, divorce, death).

SECTION 5.5

A. For each employee who, upon leaving the employ of the Board immediately retires under the Town Pension Plan, the Board shall pay

100% of the premium cost for individual membership plus, if in effect at least ninety (90) days before retirement, 50% of the difference in premium cost between individual membership and dependent or family membership in any Board-offered hospital, medical/surgical and major medical insurance plan in which the employee was participating immediately prior to his/her retirement. For each employee hired after July 1, 2007, who upon leaving the employ of the Board of Education immediately retires under the Town Pension Plan, the Board shall pay 75% of the premium cost for individual membership plus, if in effect at least ninety (90) days before retirement, 50% of the difference in premium cost between individual membership and dependent or family membership in any Board offered hospital, medical/surgical and major medical insurance plan in which the employee was participating immediately prior to his/her retirement. Continuation of each plan shall be contingent upon conditions established by the carrier. At age 65, such coverages shall be converted to the SPP Medicare Advantage Plan effective 7/1/19.

- B. SPP shall be the plan for any employee who retires after September 1, 2018, with an early retirement as defined by the Town of West Hartford Pension Ordinance. Employees who retire after September 1, 2018 with a normal retirement as defined by the Town of West Hartford Pension Ordinance can enroll, at an appropriate open enrollment period, in the SPP until they reach Medicare eligibility, at which time they will enroll in Medicare and the Board's Medicare Supplement Plans as outlined in the Collective Bargaining Agreement between the Board and Professional Employees SEIU, CSEA, Local 2001 AFL-CIO. Effective July 1, 2019 the SPP Medicare Advantage Plan will be in effect accordingly.

SECTION 5.6 The Board shall provide \$15,000 life insurance coverage to any employee who leaves the employ of the Board and retires immediately under the Town Pension Plan.

SECTION 5.7 Worker's Compensation Insurance

Whenever an employee is absent from work as a result of personal injury arising out of and in the course of his/her employment, the Worker's Compensation laws of the State of Connecticut shall apply.

ARTICLE 6 RETIREMENT

Sections 6.1 through 6.5 below shall apply only to employees hired before the ratification date of this Agreement, specifically (10/15/13). Please note, however, the exception provided for in Section 6.2 below.

SECTION 6.1 All qualified employees are eligible to participate in the Town Pension Plan adopted by the West Hartford Town Council effective March 1,

1945, as amended, a copy of which will be made available to employees upon request.

SECTION 6.2 Upon retirement under the Town Pension Plan, an employee shall receive, on the basis of his/her then current wages, one-half (1/2) of the sick leave benefits, which may have accrued to his/her credit, to a maximum of sixty (60) working days. Section 6.2 shall apply only to employees hired on or before June 1, 2015. Employees hired after June 1, 2015 shall not be eligible for this benefit.

SECTION 6.3 In the event of the death of an employee, who until the time of death had been a member of the Town Pension Plan, the spouse of an employee, or in the event that there is no then surviving spouse, the minor children of an employee, or, in the event that there are no surviving minor children of an employee, the estate of an employee shall be paid one-half (1/2) of the employee's accumulated unused sick leave up to a maximum of sixty (60) working days.

SECTION 6.4 The Board shall establish procedures for enrolling members of the bargaining unit in the existing deferred compensation plan or establish a new 457 plan. Participation in this plan shall be at the discretion of each individual employee.

SECTION 6.5 Effective July 1, 2021, employees who are eligible to participate in the Pension Plan (Part B) and do participate shall contribute 5.75% of their gross income. Effective July 1, 2022, employees who are eligible to participate in the Pension Plan (Part B) and do participate shall contribute 6.0% of their gross income. Effective July 1, 2023, employees who are eligible to participate in the Pension Plan (Part B) and do participate in the Pension Plan shall contribute 6.25% of their gross income. Effective July 1, 2024, employees who are eligible to participate in the Pension Plan (Part B) and do participate in the Pension Plan shall contribute 6.25% of their gross income.

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 Board of Education on or after July 1, 2004 and shall have attained the age of 65 years and completed 15 years of credited service or attained the age of 62 years and completed 35 years of credited service shall be eligible for retirement from active service and for a normal unreduced retirement allowance.
2. Any member who is hired by the Board before July 1, 2004 and who retires on or after July 1, 2004 and who becomes eligible for a normal retirement by attaining at least the age of 55 and having at

least 25 years of credited service or by attaining at least the age of 60 and having at least 10 years of credited service, and does not retire shall earn the following annual pension supplement for each full year beyond their normal retirement date:

<u>Years after Normal Retirement</u>	<u>Supplement Amount</u>	<u>Total</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	\$3,600

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.

Section 6.6:

This section shall apply only to employees hired on or after the ratification of this Agreement, specifically (10/15/2013).

Employees hired on or after the ratification of this Agreement, specifically (10/15/2013), shall be subject to the hybrid retirement plan outlined below which features both a defined benefit plan and a defined contribution plan.

(1) Defined Benefit Plan: For bargaining unit employees who are Part B members of the Pension Plan and who are hired by the Board on or after October 15, 2013, the Pension Ordinance shall be modified to reflect the following:

New Section 30-18(l)

A member in Part B hired on or after (10/15/2013) who is covered under a collective bargaining agreement with the West Hartford Professional Employees, upon retirement under §30.12 or §30.13, shall receive a retirement allowance payable during the member's lifetime of an annual amount equal to 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. Employees eligible for this provision shall be required to contribute annually three percent (3%) of the member's gross wages.

(2) Defined Contribution Plan: Bargaining unit employees who are Part B members of the Pension Plan and who are hired by the Board on or after (10/15/2013) shall also be enrolled in a 457 or 401 (a) Defined Contribution Plan. The Board shall make a non-elective contribution of 2.25% of the employee's base wages and the employee shall make a non-elective contribution of 2.25% of the employee's base wages to the employee's account. The employee may elect to contribute additional wages to the

account up to the IRS maximum without any additional matching contribution from the Board.

Vesting

Each member is always 100% vested in his or her employee contributions deposited in the employee's 457 account. Employer contributions to the 457 portion of the plan shall be vested pursuant to the following schedule: 20% upon completion of twelve (12) months of active full-time employment, 40% upon completion of twenty-four (24) months of active full-time employment, 60% upon completion of thirty-six (36) months of active full-time employment, 80% upon completion of forty-eight (48) months and 100% upon completion of sixty (60) months of active full-time employment.

(3) All other provisions applicable to members of the Part B pension shall apply to employees hired on or after (10/15/2013).

ARTICLE 7 CONDITIONS OF EMPLOYMENT

SECTION 7.1 Full-time employees are those regularly scheduled to work Monday through Friday, at least thirty-seven and one-half (37.5) hours per week from September through June, and at least thirty-two and one-half (32.5) hours in July and August, subject to reasonable operating needs of the Board. Part-time employees are those regularly scheduled to work fewer hours than those set forth in the previous sentence. It is mutually understood and agreed that the normal workday/workweek for any employee will vary from time to time subject to the requirements of the job as directed by Superintendent or his/her designee. The Superintendent or his/her designee will meet with employees in advance to discuss any change in the employee's regular workday/workweek except in cases of emergency.

ARTICLE 8 HOLIDAYS

SECTION 8.1 All employees are authorized to be absent with pay on thirteen (13) holidays per year when schools are not in session. So long as schools are not in session, these holidays shall include Independence Day, Labor Day, Indigenous Peoples' Day, Thanksgiving Day and the day after, Christmas Day, New Year's Day, Martin Luther King Day, Washington's Birthday, Good Friday, and Memorial Day. If school is in session on any of the holidays stated above, employees shall receive an additional floating holiday. The holiday dates for the twelve-month period July 1 through June 30 shall be determined mutually by the Superintendent and the Federation following adoption of the school year calendar by the Board of Education. Two floating

holidays shall be available to all employees. An employee may take his/her holiday on a date of his/her choice, with prior approval of his/her supervisor.

SECTION 8.2 Employees working less than twelve months (12) months are paid for holidays occurring on a regularly scheduled workday.

SECTION 8.3 When February 29th (Leap Year Day) occurs on a day when school is in session, employees shall be given an additional holiday, to be used as a floating holiday.

ARTICLE 9 VACATIONS

SECTION 9.1 Full time employees shall annually as of July 1 each year be entitled to vacations based on their length of service.

SECTION 9.2 All employees with five months or more but less than twelve months service shall be entitled to one and two-thirds working day vacation per month not to exceed twenty (20) days. Vacation time is prorated for those positions working less than a full year.

SECTION 9.3 Nutrition Services Administrative Assistant and Accountant are required to work on all scheduled school days.

SECTION 9.4 All employees with one year or more but less than fourteen (14) years of service shall be entitled to twenty (20) days of vacation.

SECTION 9.5 All employees with more than fourteen (14) years of service shall be entitled to twenty-five (25) days of vacation.

SECTION 9.6 When an employee terminates his/her service with the Board, the Board shall pay the employee for each vacation day he/she has earned in that work year to the termination date. If an employee dies during his/her service with the Board, the Board shall pay his/her estate for each vacation day he/she has earned in that work year to the date of his/her death.

SECTION 9.7 With the approval of the Superintendent or his designee, an employee may carry over a maximum of five (5) vacation days from one twelve-month period, July 1 through June 30.

ARTICLE 10 AUTHORIZED ABSENCES

SECTION 10.1 Sick Leave

- a. Full time employees are entitled to sick leave with full pay for personal illness of eighteen (18) days annually not including absences covered by Worker's Compensation. Employees working less than full time will have their sick time prorated.
- b. Sick leave may be used in the following cases:
 - i. Personal illness or physical incapacity
 - ii. Enforced quarantine of an employee in accordance with community health regulations
 - iii. Emergency dental or medical appointments or other sickness prevention measures provided it is not possible to arrange an appointment at a time when the employee is off duty.
- c. Unused sick leave may be accumulated from year to year up to a total of two hundred (200) days. Current employees with no maximum are grandfathered.
- d. All accumulated leave shall be determined annually as of July 1st of each year.
- e. New employees shall be granted a proportionate number of sick leave days from the date of employment to July 1.

SECTION 10.2 Personal Leave

When absence from work is necessary and unavoidable the Superintendent or his designee shall authorize in each regular work year:

- a. up to three (3) days leave without loss of salary because of the death of the 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 the funeral of a close friend;
- b. up to three (3) days leave without loss of salary because of the need to personally 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
- c. up to two (2) days for formal religious observance of a high holy day
- d. In each regular work year the Superintendent or his/her 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 of work.

SECTION 10.3 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 of the 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.

SECTION 10.4 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) The Superintendent or his/her designee shall not unreasonably deny the above request.

SECTION 10.5 Other Leaves with pay:

- a. Any 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.
- b. Participation in short-term military training in the Reserve or National Guard. The difference between military pay, plus allowance and the employee's scheduled pay, shall be paid to the employee upon submission by the latter of a form certifying the amount of money that he/she has been paid during his/her period of absence.

SECTION 10.6 Other Leaves

The Board shall allow eligible employees leaves of absence without pay as required by the federal Family and Medical Leave Act of 1993 which allows qualified employees up to twelve (12) weeks of leave in any twelve (12)

month period. Employees must first exhaust all paid leave benefits (i.e. vacation and sick leave) before becoming eligible to utilize unpaid leave. Such paid leave will be credited against the employee's eligible leave under the Family and Medical Leave Act of 1993.

SECTION 10.7

Except as otherwise required by law, while on unpaid leaves of absence employees shall be required to pay the full cost of their health insurance benefits for themselves and their eligible dependents during the period of the unpaid leave.

ARTICLE 11 DISCIPLINARY ACTION

SECTION 11.1 Disciplinary Action No employee shall be disciplined except for just cause. The parties recognize that the concept of just cause incorporates progressive discipline whenever appropriate.

SECTION 11.2 Prior to a suspension without pay or dismissal or demotion, an employee shall be given the opportunity to attend a pre-disciplinary hearing before the Superintendent, or his/her designee, which shall be informal, at which time the employee shall have the opportunity to present his/her position.

SECTION 11.3 Right to Union Representation Upon request, each employee shall be entitled to Union representation at any interview regarding matters which the employee reasonably believes will result in disciplinary action, at pre-disciplinary action, at pre-disciplinary hearings referenced in Section 11.2, at meetings during which discipline is administered and at each step of the grievance procedure. The employee's exercise of this right shall not cause undue delay in any investigation, meeting or hearing.

SECTION 11.4 Complaint in Employee's File No record of complaint against any employee shall be kept in an employee's personnel file unless the affected employee receives a copy of such complaint. An employee shall be given a copy of any complaint which is the basis of any disciplinary action.

ARTICLE 12 MISCELLANEOUS

SECTION 12.1 Mileage Reimbursement - Mileage reimbursement will be at the prevailing GSA rate.

ARTICLE 13 SEPARATIONS

SECTION 13.1 Resignation - An employee desirous of leaving the Board employment shall provide a reasonable notice to the Board.

SECTION 13.2 Layoff

- A. Definition - A layoff is defined as the involuntary, non-disciplinary separation of an employee from Board service.
- B. Order of Layoff - No full-time employee in a position selected for layoff shall be laid off if the Board retains a part-time, seasonal, temporary or probationary employee. If there is more than one employee in the position selected for layoff, layoff shall take place in inverse order of seniority.
- C. In the event of layoffs within the Technical classification, employees in that classification shall be laid off in reverse order of seniority. In lieu of layoff, an affected employee may elect to displace the least senior employee in their Technical classification, if the employee is qualified to perform the duties and responsibilities of the position.
- D. Notice of Layoff The Board will make every effort to give at least sixty days prior notice of layoff, except in cases of emergency. It is agreed that in any event the Board will give thirty days prior notice of layoff, or, in lieu thereof, thirty days pay.
- E. Re-employment List Recall shall be in inverse order of layoff provided the employee is qualified to perform the work. An employee shall remain on the recall list for a period of two years. Notice of recall to the same or substantially similar position shall be made by certified mail to the employee's address of record, it being agreed that employee must keep the Board informed of address changes. Failure to respond to such notice within the earlier of ten working days of receipt of notice or fifteen days after mailing shall constitute a refusal of recall and seniority will be broken as of the date of such refusal. Failure to return to work within the earlier of two weeks after receipt of notice or eighteen days after mailing of such notice shall also constitute refusal of recall and seniority will be broken as of the date of such refusal. No new employee shall be hired into a bargaining unit position until laid off employees eligible for recall and qualified for the position have been offered reemployment. If an employee is recalled to a lower position

than held at the time of layoff, the employee will remain on the recall list and be eligible to be recalled to the classification that he/she had previously held if and when a position in that classification becomes available.

- F. Reduction in Hours If a full-time employee has his/her hours reduced, this reduction shall be considered a layoff for the purposes of this Article.

SECTION 13.3 Payment of Earned Compensation and Leave Upon Separation Employees who leave the Board service shall receive full payment for all earned leave except as may otherwise be provided in this agreement.

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURES

SECTION 14.1 Definition

A. Grievance is hereby defined to mean:

1. Type A

A dispute between an employee or the Union and the Administration or the Board concerning the interpretation or application of this Agreement.

2. Type B

A complaint by an employee that an action taken or refused by an administrator is unfair.

B. Procedure

1. Level One- Principal or Immediate Supervisor (Type A and Type B Grievances).
Any employee who feels that he/she has a grievance shall discuss it first with his/her immediate superior in an attempt to resolve the matter informally at that level
2. Level Two- Assistant Superintendent for Administration of Schools (Type A and Type B Grievances)
 - a. In the event that such employee is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within five (5) working days following the final meeting at Level One, the employee may advance his/her grievance to the Assistant Superintendent for Administration of Schools. The grievance shall be submitted in writing stating:

1. the facts:

2. the provision or provisions of this Agreement allegedly misinterpreted or misapplied or the basis for claiming an action taken or refused by the administrator is unfair:
3. the remedy sought.

Such written statement must be received by the Assistant Superintendent for Administration within ten (10) working days following the final meeting at Level One.

- b. The Assistant Superintendent for Administration or his/her designee shall meet with the aggrieved employee(s) within ten (10) working days following receipt of the written statement of grievance. The Assistant Superintendent for Administration or his/her designee shall render a decision - such decision to be received by the grievant(s) within ten (10) working days following final meeting at Level Two.

3. Level Three

a. Type A and Type B Grievances-Binding Arbitration

- 1) In the event that such employee is not satisfied with the disposition of his/her grievance at Level Two, such grievance may be presented by the Union to the American Arbitration Association or the State Board of Mediation and Arbitration for arbitration in accordance with the administrative procedures, practices and rules of each agency. The Board can require that any Type A grievance be heard by the American Arbitration Association, with the Board paying the full cost. If the Board intends to exercise this right, it shall notify the Union within ten working days of receipt of the notice for arbitration.
- 2) The Union must notify the Assistant Superintendent for Administration in writing of its intention to submit a grievance to arbitration within fifteen (15) working days following receipt of the decision of the Superintendent at Level Two and must commence the process for arbitration within five (5) working days following receipt of such notification by the Assistant Superintendent for Administration.
- 3) The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all the terms of the Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement unless the same is contrary to law.
- 4) All cost and expenses of arbitration shall be borne equally by the Board and the Union.

C. Miscellaneous

1. The Board and the Union agree that:
 - a. Every reasonable effort should be made to resolve grievances at the administrative level most directly involved.
 - b. Nothing herein contained shall be construed as limiting the rights 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.
2. A grievance that affects a group or class of members in the Unit may be submitted only by the Union and the processing of group or class grievances shall commence at Level two.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at any level should be considered as maximum and every effort should be made to expedite the process. The time limits specified at all levels may be extended by the mutual agreement of the Assistant Superintendent for Administration of Schools and the Union.
4. Any grievance not presented for disposition through the grievance procedure set forth above within fifteen (15) working days of the occurrence of the condition giving rise thereto, or within fifteen (15) working days of the employee's or the Union's notice or knowledge thereof, shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal the decision of a grievance within the specified time limits shall mean that the grievant accepts the decision and the grievance has been resolved.
5. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. 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.
7. The Union reserves the right to be present at any step of the grievance procedure and to receive copies of all grievance materials.
8. An Employee may be represented by a Union representative at any step of the grievance procedure if he/she so desires.

**ARTICLE 15
NONDISCRIMINATION**

The parties herein agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, marital status, lawful political activity, ancestry, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, including but not limited to blindness, except for bona fide occupational qualifications.

**ARTICLE 16
TRAINING AND REIMBURSEMENT FOR COURSES**

SECTION 16.1 Tuition Reimbursement or Pre-payment The following are conditions to reimbursement or pre-payment by the Board for any course or training program:

Training will be provided as necessary subject to the approval of the Superintendent. Such approval will not be unreasonably denied.

**ARTICLE 17
SENIORITY**

SECTION 17.1 Defined Seniority shall be defined as an employee's length of service within the bargaining group first, then within Board of Education since the most recent date of hire.

SECTION 17.2 The above definition will be used to determine seniority unless otherwise stated within the agreement.

SECTION 17.3 No employee shall accrue seniority until he/she has completed his/her probationary period of employment. The probationary period for all new employees shall be sixty (60) calendar days which may be extended up to an additional sixty (60) calendar days in the Board's sole discretion, during which time the employees shall have no seniority rights. An employee may be disciplined up to and including termination of employment during the probationary period for any reason and shall have no recourse to the grievance procedure provided for in this Agreement. Upon satisfactory completion of the probationary period, the employee's seniority shall become effective from the date of hire. An employee shall serve a new probationary period in accordance with the terms and conditions set forth above in the event the employee is transferred or promoted from one position to another. If the employee fails to successfully complete the probationary period, the employee shall be returned to his/her former position, provided such position still exists.

SECTION 17.4 The Board of Education shall prepare a list of employees in the bargaining unit showing their date of hire and seniority in length of service with the Board and their seniority and date of hire with the bargaining group and deliver the same to the Union on or before December 1st of each year.

ARTICLE 18 MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board 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 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;
- b. To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices or procedures;
- c. To discontinue processes or operations or to discontinue their performance by employees;
- d. To select and to determine the number and types of employees required to perform the Board's operations;
- e. To employ, transfer, promote or demote employees, or to lay off, discipline, suspend, terminate, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- f. To prescribe and enforce reasonable rules and regulations provided such rules and regulations are made known to employees affected by them.
- g. To create job specifications and revise existing job specifications as deemed necessary and to ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees provided that, upon request, the Board agrees to negotiate with the Union regarding any significant impact which any such change may have on employees' wages, hours or other terms of employment.

**ARTICLE 19
DURATION**

SECTION 19.1 This contract shall be in full force and effect from July 1, 2021 to June 30, 2025, and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law.

SECTION 19.2 The parties agree to conduct successor negotiations as required under the Municipal Employee Relations Act.

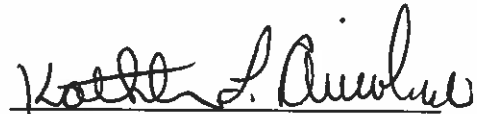
IN WITNESS WHEREOF, the parties hereunto set their hands this 13th day of July, 2022.

For the employer:



(Chairperson, Board of Education)

For the Union:



President



Vice President



SEIU, CSEA Local 2001, AFL/CIO

Appendix A
2021-22

STEP	Acct I	Acct II	Admin Assistant/ Registrar	Accounting Manager	Budget Analyst	Executive Assistant	Graphic Artist	Human Resources Assistant #	Network Administrator*	Technical Support Specialist	Trans Coord	Benefits Specialist
1	62,978	73,386	55,912	107,005	87,990	66,499	63,142	63,061	69,802	58,732	70,287	63,061
2	64,239	77,539	56,927	110,094	92,255	69,856	64,370	64,305	72,525	60,758	73,656	64,305
3	68,154	80,873	57,887	113,297	95,483	72,441	66,397	67,276	75,352	62,663	76,379	67,276
4	70,745	84,352	59,494	114,187	98,825	75,121	67,895	69,319	78,293	64,422	78,678	69,319
5	73,331	86,397	60,744	118,139	102,284	77,901	69,788	71,560	81,345	66,605	81,721	71,560
6	74,766	89,900	61,905	119,860	104,445	80,912	71,994	73,380	83,172	67,901	84,479	73,380
7	76,500	93,886	64,087	123,174	108,080	83,691	72,842	74,670	85,580	71,953	85,765	74,670
8	78,226	96,148	65,762	124,887	110,063	85,738	74,391	76,308	87,673	74,391	86,544	76,308
9	79,902	97,849	71,714	127,427	112,021	87,256	75,728	77,815	89,597	81,104	89,025	77,815
10	82,489	102,459	74,574	131,035	117,317	91,371	78,249	80,369	94,113	86,217	91,924	80,369

2022-23

STEP	Acct I	Acct II	Admin Assistant/ Registrar	Accounting Manager	Budget Analyst	Executive Assistant	Graphic Artist	Human Resources Assistant #	Network Administrator*	Technical Support Specialist	Trans Coord	Benefits Specialist
1	64,080	74,670	56,890	108,878	89,530	67,663	64,247	64,165	71,024	59,760	71,517	64,165
2	65,363	78,896	57,923	112,021	93,869	71,078	65,496	65,430	73,794	61,821	74,945	65,430
3	69,347	82,288	58,900	115,280	97,154	73,709	67,559	68,453	76,671	63,760	77,716	68,453
4	71,983	85,828	60,535	116,185	100,554	76,436	69,083	70,532	79,663	65,549	80,055	70,532
5	74,614	87,909	61,807	120,206	104,074	79,264	71,009	72,812	82,769	67,771	83,151	72,812
6	76,074	91,473	62,988	121,958	106,273	82,328	73,254	74,663	84,628	69,089	85,957	74,663
7	77,839	95,529	65,209	125,330	109,971	85,156	74,117	75,977	87,078	73,212	87,266	75,977
8	79,595	97,831	66,913	127,073	111,989	87,238	75,693	77,644	89,207	75,693	88,059	77,644
9	81,300	99,561	72,969	129,657	113,981	88,783	77,053	79,177	91,165	82,523	90,583	79,177
10	84,964	105,533	76,811	134,966	120,837	94,112	80,596	82,780	96,936	88,804	94,682	82,780

*Network Administrator, Network Coordinator, Systems Analyst, and Professional Development Training Coordinator

Nutrition Services Administrative Assistant / Plant and Facilities Administrative Assistant / Human Resources Assistant

2023-24

STEP	Acct I	Acct II	Admin Assistant/ Registrar	Accounting Manager	Budget Analyst	Executive Assistant	Graphic Artist	Human Resources Assistant #	Network Administrator*	Technical Support Specialist	Trans Coord	Benefits Specialist
1	65,362	76,163	58,028	111,056	91,321	69,016	65,532	65,448	72,444	60,955	72,947	65,448
2	66,670	80,474	59,081	114,261	95,746	72,500	66,806	66,739	75,270	63,057	76,444	66,739
3	70,734	83,934	60,078	117,586	99,097	75,183	68,910	69,822	78,204	65,035	79,270	69,822
4	73,423	87,545	61,746	118,509	102,565	77,965	70,465	71,943	81,256	66,860	81,656	71,943
5	76,106	89,667	63,043	122,610	106,155	80,849	72,429	74,268	84,424	69,126	84,814	74,268
6	77,595	93,302	64,248	124,397	108,398	83,975	74,719	76,156	86,321	70,471	87,676	76,156
7	79,396	97,440	66,513	127,837	112,170	86,859	75,599	77,497	88,820	74,676	89,011	77,497
8	81,187	99,788	68,251	129,614	114,229	88,983	77,207	79,197	90,991	77,207	89,820	79,197
9	82,926	101,552	74,428	132,250	116,261	90,559	78,594	80,761	92,988	84,173	92,395	80,761
10	87,513	108,699	79,115	139,015	124,462	96,935	83,014	85,263	99,844	91,468	97,522	85,263

2024-25

STEP	Acct I	Acct II	Admin Assistant/ Registrar	Accounting Manager	Budget Analyst	Executive Assistant	Graphic Artist	Human Resources Assistant #	Network Administrator*	Technical Support Specialist	Trans Coord	Benefits Specialist
1	66,669	77,686	59,189	113,277	93,147	70,396	66,843	66,757	73,893	62,174	74,406	66,757
2	68,003	82,083	60,263	116,546	97,661	73,950	68,142	68,074	76,775	64,318	77,973	68,074
3	72,149	85,613	61,280	119,938	101,079	76,687	70,288	71,218	79,768	66,336	80,855	71,218
4	74,891	89,296	62,981	120,879	104,616	79,524	71,874	73,382	82,881	68,197	83,289	73,382
5	77,628	91,460	64,304	125,062	108,278	82,466	73,878	75,753	86,112	70,509	86,510	75,753
6	79,147	95,168	65,533	126,885	110,566	85,655	76,213	77,679	88,047	71,880	89,430	77,679
7	80,984	99,389	67,843	130,394	114,413	88,596	77,111	79,047	90,596	76,170	90,791	79,047
8	82,811	101,784	69,616	132,206	116,514	90,763	78,751	80,781	92,811	78,751	91,616	80,781
9	84,585	103,583	75,917	134,895	118,586	92,370	80,166	82,376	94,848	85,856	94,243	82,376
10	90,138	111,960	81,488	143,185	128,196	99,843	85,504	87,821	102,839	94,212	100,448	87,821

*Network Administrator, Network Coordinator, Systems Analyst, and Professional Development Training Coordinator

Nutrition Services Administrative Assistant / Plant and Facilities Administrative Assistant / Human Resources Assistant

Appendix B



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

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

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

(continued on next page) 2



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

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

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

Appendix C

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



Insured by: Cigna Health and Life Insurance Company

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

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

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

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

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

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Appendix D

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



Insured by: Cigna Health and Life Insurance Company

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

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

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

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MEMORANDUM OF AGREEMENT

BETWEEN

THE WEST HARTFORD BOARD OF EDUCATION

AND

THE WEST HARTFORD BOARD OF EDUCATION PROFESSIONAL EMPLOYEES

The West Hartford Board of Education; (the "Board") and the West Hartford Board of Education Professional Employees (the "Federation") hereby enter into the following Memorandum of Agreement ("MOA") regarding a new classification and pay lane for the bargaining unit members in the role of Nutrition Services Administrative Assistant and the Plant and Facilities Services Administrative Assistant.

1. A new classification and pay lane shall be created for the positions held by bargaining unit member in the Nutrition Services Administrative Assistant and the Plant and Facilities Services Administrative Assistant role. The classification shall be called Nutrition Services Administrative Assistant/Plant and Facilities Services Administrative Assistant/Human Resources Assistant. Effective and retroactive to July 1, 2022, the pay shall be equal to the pay lane for the Human Resources Assistant.

2. This MOA shall be included as an attachment to the parties' collective bargaining agreement. Appendix A of the collective bargaining agreement will be amended to reflect the new wage scales listed below:

THE WEST HARTFORD
BOARD OF EDUCATION

By: 
Executive Director of Human Resources

Date: 12/20/22

THE WEST HARTFORD BOARD OF
EDUCATION PROFESSIONAL EMPLOYEES

By: 
President of Professional Employees Union

By: 
CSEA

Date: 12/20/22