

AGREEMENT
BETWEEN
EAST LYME BOARD OF EDUCATION
AND
UNITED PUBLIC SERVICE EMPLOYEES' UNION
(EAST LYME SCHOOL CUSTODIANS AND
MAINTENANCE EMPLOYEES)

JULY 1, 2023– JUNE 30, 2026

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PREAMBLE

This Agreement is entered into by and between the East Lyme Board of Education hereinafter referred to as the “Board” or “Employer,” and United Public Service Employees Union, hereinafter referred to as the “Union.” The word Employee/Employees as used herein shall refer to Bargaining Unit Members. Any reference to gender shall refer to both male and female.

ARTICLE I **RECOGNITION**

Section 1.0

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters of wages, hours of work and other conditions of employment for all custodial and maintenance employees employed by the Board working twenty (20) hours or more per week, excluding casual employees, summer student employees, seasonal employees, temporary employees and all supervisory employees as defined under the Municipal Employee Relations Act.

ARTICLE II **UNION SECURITY**

Section 2.0

Upon the submission of a voluntary written authorization signed by a bargaining unit member, the Board shall deduct from the employee’s pay each payroll period such Union dues as the Union shall determine. The Union agrees to defend the Board in the event of charges arising from the making of such authorized deductions.

Section 2.1

The amount will be certified by a responsible Union officer in writing and may be raised or lowered by the Union at any time upon notification by said officer to the Board.

Section 2.2

Deductions as provided herein shall be remitted to UPSEU no later than the fifteenth (15th) day of the following month after such deductions have been made along with a list of employees and their addresses from whom the deductions have been made.

Section 2.3

Newly hired employees may sign a payroll deduction form at the time of hire to become effective upon completion of sixty (60) days of employment.

Section 2.4

At least one (1) bulletin board shall be reserved at an accessible place in each building for the use of the Union for the posting of official Union notices or announcements.

Section 2.5

The Board shall make the contract available electronically on the District's website.

ARTICLE III

SENIORITY, APPOINTMENTS, ASSIGNMENTS, TRANSFERS

Section 3.0

Newly hired employees shall serve a probationary period of ninety (90) days during which period they shall attain no seniority rights under this Agreement but shall be subject to all other provisions. Probationary employees may be discharged at the will of the Board, and no such action shall be subject to the grievance procedure of this Agreement.

Section 3.1

Upon successful completion of the probationary period, seniority shall accrue retroactive to the date of hire.

Section 3.2

- a. Seniority is defined as an employee's total length of continuous service with the Board of Education. An updated seniority list will be submitted to the Union President by July 1st of each year. If not challenged within thirty (30) business days, the seniority list shall be deemed final.
- b. Seniority shall be deemed broken by involuntary termination, voluntary termination, and failure to return upon recall from layoff provided adequate notice is given.

Section 3.3

All vacant and newly created positions shall be posted for a period of ten (10) business days on bulletin boards provided for such purpose, prior to any action taken by the employer to fill such vacancies or new positions. All posted positions shall state the hours of work per shift and days of work per assignment. The union president shall receive a copy of all letters of hire from the Superintendent of Schools.

Section 3.4

No permanent appointments will be made until the posting procedure has been followed. Once the procedure has been followed and the Board has determined, in its sole discretion, that the vacancy is to be filled, the appointment shall be made within thirty (30) working days.

Section 3.5

Whenever qualifications and experience or skills are relatively equal as determined by the Superintendent or designee, seniority shall be the deciding factor with respect to transfers, promotions, layoffs, recalls, and filling of vacancies or new positions. This section shall not apply to head custodial positions. As such, the Superintendent or designee need not consider seniority as a factor when filling head custodial positions. Notwithstanding, when filling head custodial positions, the Administration shall first consider internal applicants but reserve the right to hire an external candidate based on qualifications and experience.

Section 3.6

When promoted or transferred to a higher classification or salary group, employees shall move to the first step in the new classification that results in an increase of pay from the employee's current rate.

Section 3.7

When a current employee is moved to a new position and retained in that position for a period of sixty (60) calendar days, he/she shall be considered qualified and permanently assigned to that position. The Superintendent may return an employee to his/her prior position within the sixty (60) calendar day period if the Superintendent determines that the employee is not suitable for the new assignment. If the employee chooses not to remain in the new position within the first thirty (30) calendar days, he/she shall be returned to his/her former position within thirty (30) calendar days of receipt of a written request to return to the prior position.

Section 3.8

Subject to section 3.5 above, laid-off employees, within eighteen (18) months of the date of their layoff, with the most seniority shall be recalled first, and no new employees shall be hired until the above employees have been given an opportunity to return to work. Ten (10) days' written notification to the last known address shall be sufficient notification. If no reply is received within ten (10) days after the mail notification as aforesaid, then all of the provisions of this section shall have been deemed complied with. Returning employees, under the provisions of this section, must return to work within thirty (30) calendar days from the date of the mailing of the notification.

Section 3.9

- a. Seasonal, temporary, part-time and student employees may be hired by the Board but shall not be used to replace bargaining unit employees except when bargaining unit employees are unavailable for work. They may be replaced until they are available to return to work. All seasonal employees shall only be allowed to perform ground maintenance work from April 1st through November 30th of the calendar year and/or custodial work from June 15th through September 1st of the calendar year, or during a scheduled school vacation recess. By mutual agreement, these dates may be extended.
- b. Absences may, at the Board's discretion, be filled by non-bargaining unit personnel.

ARTICLE IV

HOURS OF WORK, OVERTIME AND HOLIDAY PAY

Section 4.0

- a. The basic work week shall be eight (8) hours a day for five (5) consecutive workdays. No basic work week position will include both Saturday and Sunday. Individuals whose basic work week includes a Saturday or Sunday will receive a differential payment of \$1.25 per hour.
- b. Part-time bargaining unit members who work less than forty (40) hours per week may, with administrative approval, work in other buildings where needed provided that such members have completed their daily work assignment and that such additional hours do not exceed forty (40) hours in any work week.

- c. Whenever there is a scheduled event inside a school building, a custodian shall be present for the duration of the activity.
- d. A custodian may leave school property during his/her duty-free lunch provided he/she signs out at the main office in his/her assigned building. This provision will only be required on student instructional days during the hours of 8 am through 4 pm. This provision shall not apply to groundskeepers or groundskeeper assistants.
- e. Bargaining unit employees directed by the Director of Facilities or designee to fill in for a head custodian or grounds keeper for fourteen (14) calendar days or more, shall receive an additional \$3.00 per hour for all hours worked while performing in the role of a head custodian or grounds keeper. Upon completion of fourteen (14) calendar days or more in either role, the differential shall be paid retroactive to the first calendar day.

Section 4.1

Time and one-half for all time worked over forty (40) hours in any one work week.

Section 4.2

- a. All overtime work shall be divided as equally as possible among employees, custodial work among custodians and maintenance work among maintenance personnel, provided that the selected employee shall have the necessary skill and ability as determined by the Superintendent or designee to perform the available work and its related responsibilities.
- b. If an employee is scheduled for overtime and does not avail himself/herself of the opportunity to work, he/she will be charged with the scheduled overtime as if he/she had worked and shall lose the opportunity for overtime work until the next time the employee's name reaches the top of the overtime list.
- c. When an employee is scheduled for overtime and the overtime is cancelled due to weather or function cancellation, the employee will be placed next on the overtime work list.
- d. In the event that a custodian is not available for overtime within a building, the head building custodian or designee, will contact a custodian from a secondary list of employees willing to provide overtime support in all school buildings. Employees may add or remove their names from the secondary list on a monthly basis. If an employee declines overtime opportunities more than six consecutive times, his or her name will be removed from the secondary list until he or she adds his or her name back to the secondary list on the first working day of any month.

For purposes of this section, it will not equate to a declined opportunity if an employee is unavailable for overtime work because he or she is already performing work for the District.

The Superintendent or designee shall maintain the secondary overtime list.

Section 4.3

An employee called in to work outside his/her regularly scheduled working hours, excluding required overtime assignments which are in continuation of regularly scheduled hours shall be paid a minimum of three (3) hours. An example of such a call would be an emergency after the employee has returned home from his/her regular work shift. If called in after midnight or on a Sunday or holiday, the minimum pay shall be three (3) hours.

In the event an employee is called back a second time to address the same emergency, he or she shall only be paid for actual hours worked in addition to the minimum three hours he or she already earned. In the event an employee is called back a second time to address a different emergency, he or she shall be paid a minimum of three (3) hours. *See Illustrative examples below:*

Example A. An employee is called back to work at 12:00 am to address a smoke detector, he or she shall be paid a minimum of three (3) hours. (1) The same employee returns home and is called back again 7 hours later to address the same smoke detector issue no extra time is charged for the second call back. Or (2) The same employee is called back again 9 hours later to address the same smoke detector issue that employee shall receive an additional minimum three (3) hours pay for the second call back.

Example B. An employee is called back to work at 3:00 am to address a security alarm, he or she shall be paid a minimum of three (3) hours. The same employee returns home and is called back again at 5:00 am to address the pipe emergency and remains there until 6:00 a.m., that employee shall receive an additional minimum three (3) hours pay for the second call back.

Section 4.4

Employees may be required to perform reasonable amounts of overtime. Overtime shall be assigned on a seniority basis from most senior to least senior provided that the selected employee shall have the necessary skills and ability as determined by the Superintendent or designee to perform the related work and its responsibilities. In the event that a custodian on the voluntary overtime list is not available for work, then the District shall assign an employee on a seniority basis, from the least senior to the most senior to perform the necessary work. Mandatory overtime shall be assigned only to full time (40 hour) employees.

Section 4.5

In the event schools are closed due to inclement weather, employees are expected to report to work as soon as safely possible. Employees must complete the full shift upon arrival or utilize appropriate leave time or they will be docked for missed hours. On inclement weather days when the Superintendent closes all school district offices for a full day and directs staff to stay home, all custodians, as essential personnel, shall be required to report to work at a time mutually agreeable between the Superintendent or designee and the head custodian at each building.

Section 4.6

Attendance Incentive

Any employee who has perfect attendance during any of the work periods listed below shall receive a payment of One Hundred Twenty-Five Dollars (\$125.00). Such payments shall be paid the month following the relevant time period and shall be treated as taxable income.

July 1 through September 30
October 1 through December 31
January 1 through March 31
April 1 through June 30

Perfect attendance shall mean reporting for work on time every workday and working a complete day. In calculating perfect attendance, vacations, personal leave, holidays and bereavement leave shall not be charged against an employee.

ARTICLE V

HOLIDAYS

Section 5.0

The following holidays shall be observed as days off with full pay when school is not in session.

New Year's Day	Veterans' Day
Martin Luther King Day	Columbus Day
Presidents' Birthday	Thanksgiving Day
Good Friday	Friday following Thanksgiving
Memorial Day	Christmas Eve Day
Labor Day	Christmas Day
Independence Day	New Year's Eve
Juneteenth	

Section 5.1

- a. Holidays falling on Saturday shall be celebrated the preceding day if school is not in session.
- b. Holidays falling on Sunday shall be celebrated on Monday if school is not in session. Consecutive holidays (Christmas Eve/Christmas Day, New Year's Eve/New Year's Day) falling on a Sunday and Monday, will be celebrated on Friday and Monday or Monday and Tuesday if school is not in session. Scheduling of holidays in this event will be at the discretion of the Superintendent and employees will be informed of such schedule in a timely manner.
- c. In the event school is in session , on any one of the above holidays, the employees shall receive a floating day off on a date to be suggested by the employees and approved by the Superintendent or designee. The floating day off must be used within the same fiscal year in which it is earned, with the approval of the Superintendent or designee or it will be forfeited at the conclusion of the fiscal year.

Section 5.2

Whenever any of these holidays occurs while an employee is out on sick leave, the employee shall accept the day as a holiday with no charge to sick leave.

Section 5.3

When a holiday occurs during a regular vacation, said holiday shall not be charged against an employee's earned vacation time.

ARTICLE VI **VACATION**

Section 6.0

Beginning on the first (1st) day of employment with the Board, twelve-month employees who regularly work forty hours or more per week shall accrue vacation leave at a rate of .83 days per month, until the employee has completed one (1) year of employment with the Board. Upon completion of one (1) year of service, the District shall award vacation days. Such employees shall be entitled to the following vacation time:

Twelve (12) month employees:

Less than 1 year experience to less than 5 years' experience	10 days
Five or more years' experience to less than 10 years' experience	15 days
10 or more years' experience to less than 15 years' experience	20 days
16 or more years' experience- one day per year up to a maximum of	25 days

No vacation shall be taken until the employee has completed his/her initial probationary period.

An employee's anniversary hire date will be the determining factor in allowed vacation accrued.

Should an employee resign his/her employment prior to the end of the contract year, the employee will only be eligible for payment of a pro-rated portion of the awarded vacation days. Proration shall be calculated by the number of completed months of employment.

Vacation days shall be used in full day or half day increments.

Section 6.1

The vacation period shall be established by mutual agreement between the Director of Facilities, or designee, and the employee, with the approval by the Superintendent or designee. Employees shall apply for vacations at least seven (7) calendar days in advance when multiple vacation days are requested with seniority controlling in cases of conflict. Without proper notice, vacations will be scheduled on a "first come, first serve

basis”, however the Director of Facilities reserves the right to deny such vacation time to ensure operational needs are met. Notwithstanding, choice of vacation days will be granted whenever practicable, subject to the needs of the department.

Section 6.2

When an employee changes employment status within the bargaining unit, he/she will retain any accumulated vacation time and, prospectively, accrue vacation time in accordance with the provisions applicable to his/her new status.

Section 6.3

Employees may carry over up to five (5) vacation days past their anniversary date provided the five (5) vacation days are used within ninety (90) business days of the employee’s anniversary date.

ARTICLE VII **LEAVE**

Section 7.0

Employees will be allowed sick leave accrual on the following basis:

One and one-quarter (1 - 1/4) days per month.

Section 7.1

A. Employees will be allowed sick leave accumulation on the following basis:

Maximum one hundred fifty (150) days' accumulation.

B. Upon retirement, death or voluntary separation from service in good standing, employees, or their estate, will be paid up to sixty (60) days of accumulated sick leave on the basis of the hourly rate in force at the time of the separation. This provision shall not apply to employees hired on or after July 1, 2016.

C. Sick days may be taken in full, half-day or one-hour increments.

Section 7.2

For any absence for illness of more than three (3) consecutive working days, or in cases of suspected sick leave abuse, a doctor's certification may be required by the Superintendent upon the employee's return. The Superintendent shall have the right to require a physical examination at any time for good and sufficient reason at the Board's expense. In the event the Superintendent or designee requires an employee to submit to a physical examination, said employee shall not be required to utilize either contractual paid time off or FMLA time to comply with the directive.

Section 7.3

Sick Leave Bank

- A. Purpose – To provide members with additional paid sick leave when such members have exhausted sick leave due to their personal catastrophic illness or injury or combination thereof and have provided competent and timely medical certification of said catastrophic illness or injury or combination thereof. Catastrophic illness shall be construed as severe physical or mental illness requiring prolonged hospitalization or recovery. Examples include, but are not limited to; coma, cancer, leukemia, heart attack and/or stroke.
- B. Enrollment in the sick leave bank:
1. Membership in the sick leave bank is voluntary on the part of an employee once said employee has completed two (2) years of service in East Lyme.
 2. Members who are eligible to participate shall notify the Business Office in writing by May 31 of the school year preceding their enrollment.
 3. Members who choose to participate in the bank shall be automatically re-enrolled.
 4. Each member enrolling in the bank will donate one (1) day of his/her sick leave to the bank biannually until the bank is built up to approximately one hundred eighty (180) days. No more days will be added until the bank is depleted to sixty (60) days. The bank will be built up on one hundred eighty (180) days again and the process repeated. Newly eligible employees shall be permitted to join the sick leave bank by donating one (1) day, even if the bank exceeds one hundred eighty (180) days.
 5. Members withdrawing sick leave days from the sick leave bank will not have to replace these days except as a regular contributing member of the bank.
 6. If a member chooses to opt out of the sick leave bank, he/she must notify Business Office in writing by May 31 of the school year preceding their withdrawal from the sick leave bank.

7. A member who withdraws from membership in the sick leave bank will forfeit the contributed days. The days not used in the bank are not considered to have any monetary value.

C. Procedure for requesting sick leave bank assistance:

1. A member fitting the criteria set forth above notifies the Business Office in writing requesting a specified number of days from the sick leave bank and providing medical documentation of the member's personal catastrophic illness or injury or combination thereof.
2. Upon the receipt of a request from a member for days from the sick leave bank, the Sick Leave Bank Committee shall be formed, as described below, and shall use the following criteria to determine eligibility of a member to receive donations and to determine the number of days to be allocated from the sick leave bank:
 - a). A member must have a catastrophic illness or injury or combination thereof, diagnosed by a physician, and must provide timely and competent medical certification of the catastrophic illness or injury or combination thereof.
 - b). A member must have exhausted all accumulated paid leave.
 - c). A member seeking to access the sick leave bank shall not be entitled to any other paid leave, remuneration from disability payments, workers' compensation, and/or other such benefits, or have any application for such benefits pending.
 - d). A member receiving an allocation of days from the bank must continue to pay for his/her portion of the health insurance premium.
 - e). To be eligible for sick leave bank days, the applicant must be able to return to work as certified by a competent medical authority. The Sick Leave Bank Committee may require an applicant to undergo medical evaluation by a physician of its choosing.
 - f). A member shall not be eligible for any paid sick leave from the Sick Leave Bank if he/she has or will seek relief in any state or federal court or personal injury mediation and/or arbitration process or other civil proceeding.

D. Administration of the sick leave bank:

1. The sick leave bank shall be administered by a five (5) member committee, two (2) members chosen by the Superintendent of Schools, and two (2) members chosen by the Union. The Superintendent shall also serve on the committee. Each request for paid sick leave from the sick leave bank shall be decided by the Sick Leave Bank Committee on the merits of the individual request. Action of the Sick Leave Bank Committee shall be by majority vote. The Sick Leave Bank Committee may reserve days in the bank and prorate the allocation of such days in the event that more requests are approved than days available in the bank.
2. The Board of Education shall not be required to pay out more than sixty (60) days from the sick leave bank during any one (1) school year. No more than twenty (20) days shall be expended upon any one (1) employee during any one school (1) year.
3. Those employees not contributing to the sick leave bank shall not participate in it.
4. The decisions of the Sick Leave Bank Committee are neither grievable nor arbitrable.

Section 7.4

- (a) When death occurs in an employee's immediate family, i.e., spouse, parents, parents of spouse, step-parents, child/step-child, brother or sister, grandmother, grandfather, grandchild, sister-in-law, brother-in-law, daughter-in-law, or son-in-law, father-in-law, mother-in-law, the employee on request will be excused with full pay for up to five (5) working days (excluding Saturdays and Sundays).
- (b) Employees shall be excused with full salary for up to three (3) days leave to attend the funeral or similar service of the employee's cousin, aunt, uncle, niece or nephew.
- (c) The Superintendent may require verification of date of death and relationship of deceased.

Section 7.5

Employees will be allowed personal leave as follows:

- a. Five (5) working days per year (non-cumulative).
- b. Requests for personal leave shall be entered into the District's electronic platform at least forty-eight (48) hours in advance of the time requested barring emergencies.

- c. Two (2) of the personal days granted in subsections a and b above may be taken only for the following reasons:
 - (i) legal matters;
 - (ii) religious observances; or
 - (iii) emergencies.
- d. Personal leave may be taken in hourly, quarter-day, half day or full-day increments.

Section 7.6

Employees shall be granted military leave in accordance with State law.

Section 7.7

Attendance at professional or job-related conferences with or without pay may be granted by the Superintendent of Schools or designee.

Section 7.8

During the term of this Agreement, if the Union and the Town of East Lyme enter into negotiations over the terms of the Town of East Lyme Pension Plan, the Union President or designee will be released for the period of time needed, to attend such negotiations, without loss of pay.

Section 7.9

The Union President and/or designee shall be allowed time off with pay to resolve contract violations or disputes between the District and the Union and for time spent attending grievance hearings with the District and/or the State Board of Mediation and Arbitration.

ARTICLE VIII **GRIEVANCE PROCEDURE**

Section 8.0

For the purpose of this Agreement, the term "grievance" means any dispute between the Board and the employee of the Union concerning the misapplication or misinterpretation of a specific section of this Agreement.

Section 8.1

Timeliness is of the essence. All grievances shall be in writing and filed with the Facilities Supervisor or posted designee within five (5) working days of the grievant's knowledge of the act or omission complained of, but no more than fifteen (15) working days from the occurrence of such act or omission, setting forth the nature of the dispute and the specific section of the contract which has been misapplied or misinterpreted. Any such grievance shall be settled in accordance with the following grievance procedure:

a. **Step 1**

The aggrieved employee and/or his/her steward or representative shall within five (5) working days of the grievant's knowledge of the act or omission complained of, but no more than fifteen (15) working days from the occurrence of such act or omission, take up the grievance matter with his/her immediate supervisor (Director of Facilities or Director of Finance) in an effort to get the grievance resolved immediately.

b. **Step 2**

If the grievance is not settled in the first step, the grievance may be submitted to the Superintendent of Schools within ten (10) working days of the conference with the immediate supervisor (Director of Facilities or Director of Finance). The Superintendent will adjust the grievance at once or give an answer to the Union in writing within ten (10) working days of receipt of the grievance.

c. **Step 3**

If the aggrieved party or the Union is not satisfied with the answer given by the Superintendent of Schools, they may elect to submit the grievance to the Board of Education within five (5) working days of receipt of the Superintendent of Schools answer. The Board of Education will arrange a hearing with the grieving party and the Union by the second regularly scheduled Board meeting following the Board's receipt of the grievance in an attempt to resolve the issue. If the grievance is not resolved by the Board at the hearing, an answer will be submitted to the Union and the aggrieved in writing within five (5) working days after the above hearing has been filed.

d. **Step 4**

If the Union or the aggrieved is not satisfied with the answer given by the Board, they may, within ten (10) working days of the answer from the Board, request

mediation by the State Board of Mediation and Arbitration. A copy of the request for mediation shall be sent to the Superintendent of Schools by registered mail at the same time the request for mediation is submitted to the State Board of Mediation and Arbitration.

e. **Step 5**

Notwithstanding Step 4 above and simultaneously therewith, if the Union or the aggrieved is not satisfied with the answer given by the Board, the Union may, within twenty (20) days of the answer from the Board, elect to submit a request for arbitration to the American Arbitration Association. A copy of the request for arbitration shall be sent to the Superintendent of Schools by registered mail at the same time the request for arbitration is submitted to the American Arbitration Association. In the event arbitration takes place, the answer shall be final and binding. Any costs arising from arbitration shall be borne equally by both parties.

Section 8.2

Nothing herein contained shall be construed as prohibiting an aggrieved party from handling his/her own grievance if he/she so desires, but no agreement shall be made that is contrary to any of the terms of this Agreement. However, only the Union may process a grievance to arbitration.

Section 8.3

The Employer shall allow the aggrieved employee(s) and a Union Representative or Officer the necessary time off without loss of pay to resolve any such grievance(s) in accordance with those procedures as set forth in Section 8.1, Steps a through e.

ARTICLE IX
DISCIPLINARY ACTIONS

Section 9.0

No employee shall be discharged, suspended without pay demoted or given a written reprimand without just cause.

Section 9.1

In the case of discipline that involves a suspension from work, records will be cleared of any offense or derogatory entry, providing there is no further similar discipline within thirty-six (36) work months.

In other cases of discipline, records will be cleared of any offense or derogatory entry, providing there is no further similar discipline within fifteen (15) work months. (Effective July 1, 2021, this shall increase from fifteen work months to eighteen work months for such other cases of discipline rendered on or after July 1, 2021).

The District shall place such cleared offenses or derogatory entries in a separate administrative file and shall retain such information in accordance with state retention requirements. This clause shall not pertain to an employee's periodic performance evaluation.

Section 9.2

Discharge and discipline shall be subject to the grievance procedure.

Section 9.3

All disciplinary actions shall normally be applied in the following order:

1. First written warning;
2. Second written warning;
3. Suspension;
4. Termination.

However, for violations of a serious nature, discipline may be instituted at Step 3 or 4 with a hearing to be held within five (5) days after written notification to the Union of the action taken. The District shall provide a copy of all disciplinary actions to the Union President.

ARTICLE X WAGES

Section 10.0

Employees shall be paid according to the appropriate wage scale and classification with applicable step increases set forth in Appendix A attached hereto. Employees hired prior to January 1st in any contract year will be eligible for a step increase the following July 1st. Employees hired after January 1st in any contract year will be eligible for a step increase on the employee's second July 1st of employment with the Board.

Section 10.1

An annual longevity payment shall be paid to qualifying employees as follows:

Beginning with the ninth (9th) year of service, employees shall be paid an annual longevity payment of 1.5% of the employees' annual salary. Payment to qualifying employees shall be made after July 1 and prior to July 31 in the fiscal year following the employees' anniversary date. This provision shall not apply to employees hired on or after July 1, 2016.

Section 10.2

Employees shall be paid on a bi-weekly basis. Employees shall be paid via direct deposit.

ARTICLE XI **PRESERVATION OF BENEFITS**

Section 11.0

Disputes arising during the term of this contract shall be governed by applicable state statute.

Section 11.1

The provisions of this Agreement shall be binding upon the Board and its successors and assigns. The Board reserves the right to subcontract by attrition any bargaining unit work performed by non-custodial employees.

ARTICLE XII

INSURANCE AND PENSION

Section 12.0

The following insurance coverage shall be made available to bargaining unit employees. All benefits will be paid according to the terms of the insurance contract in force at the time of the claim.

1. The Board shall provide all employees with individual life insurance in the amounts listed, with the full premium paid by the Board:

\$45,000.00

2. The Board shall provide, for employees only, coverage under the Full-Service Dental Plan (Basic) including Rider A. Employees may purchase the dental plan for members of their family at their own expense.
3. Active and retired bargaining unit members may opt to add single, plus 1 or family vision to their coverage by paying 100% of the vision group rate as determined by the insurance carrier.

Section 12.1

The Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for health medical benefits, including dental. The plan 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 administration provisions shall be as established by the SPP.

- a. The premium rates shall be set by the SPP.
- b. The employee percentage share of medical premium and single dental premium cost shall be 13% for all three contract years.
- c. 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 noncompliance \$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.

- d. In the event any of the following occur, the Board or the Union may reopen negotiations in accordance with Conn. Gen. Stat. Section 7-473c(b) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance 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, or substantially decrease the coverage/benefits contained in, the medical insurance plan offered herein. For purposes of this Agreement, a substantial cost increase shall be defined as seven or more percentage points above trend. For purposes of this Section, the term trend shall be measured by averaging the five preceding years of the State of Connecticut's SPP 2.0 health plan budget increases. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance 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, or substantially decrease the coverage/benefits contained in, the medical insurance plan offered herein. For purposes of this Agreement, a substantial cost increase shall be defined as seven or more percentage points above trend. For purposes of this Section, the term trend shall be measured by averaging the five preceding years of the State of Connecticut's SPP 2.0 health plan budget increases. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan; and/or
 - iii) If the cost of medical insurance plan offered herein is expected to result in the triggering of a tax under and/or if there is any material amendment to the ACA that would substantially increase the cost of, or substantially decrease the coverage/benefits contained in, the medical insurance plan offered herein. . For purposes of this Agreement, a substantial cost increase shall be defined as seven or more percentage points above trend. For purposes of this Section, the term trend shall be measured by averaging the five preceding years of the State of Connecticut's SPP 2.0 health plan budget increases. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share and/or introduction of an additional optional health insurance plan.

- e. In any negotiations triggered under subparagraph e above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the Health Plans set forth in the parties' 2016-2020 contract to be the baseline for such negotiations, and the parties shall consider the following additional factors:
- Trends in health 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.

Section 12.2

Insurance premium payments shall be made through a payroll deduction, which will be done by the adoption of an Internal Revenue Code Section 125 pre-tax premium conversion account for staff so that health insurance contributions may be made from pre-tax dollars.

Section 12.3

The Board will offer a Flexible Spending Account (FSA).

Section 12.4

The Board reserves the right to change carriers provided there is no reduction in the level of benefits or services. A requirement to complete additional forms shall not be construed to be a change in service.

Section 12.5

Employees who retire may continue the hospital/medical coverage by paying the group rate.

Section 12.6

Employees entitled to health insurance may opt out of that entitlement and be paid \$1,000 (pro-rated for any partial year of service or in accordance with a part-time employee's FTE status) on or around the first September payroll period prorated on date of employment if a new hire.

Section 12.7

Effective July 1, 1987, all employees shall be eligible to participate in the Town of East Lyme Pension Plan as applicable to Board of Education employees at the level of benefits for Town employees as of July 1, 1985. All eligibility and benefits shall be in accordance with the pension carrier's rules and regulations.

Section 12.8

Employees may purchase family dental coverage provided by the Board at 100% employee cost.

ARTICLE XIII **SAVINGS CLAUSE**

Section 13.0

In the event that any provision or portion of the Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE XIV **MANAGEMENT RIGHTS**

Section 14.0

It is recognized that the Board of Education has and will continue to retain the responsibility and prerogative to direct the operations of the public school system in the Town of East Lyme in all its aspects, including, but not limited to, the following: to maintain public elementary and secondary schools and such other educational activities as in its Judgment will best serve the interest of the Town of East Lyme; to give the children of East Lyme as nearly equal advantage as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land apparatus and other property used for school purposes; and to employ, transfer, suspend or dismiss employees of the Board in accordance with the provisions of this Agreement. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same should not be exercised in a manner inconsistent with, or in violation of, any of the specific terms and provisions of this Agreement.

ARTICLE XV
NO STRIKE, SLOWDOWN OR LOCKOUT

Section 15.0

During the life of this Agreement there shall be no strike, slowdown, suspension, sick-out or any other individual or concerted interference with the operation in any part of the work of the Board's operation by the Union or any of its individual employees, nor shall there be any lockout by the Board in any part of the Board's operation.

ARTICLE XVI
RESIGNATIONS

Section 16.0

A signed written notice of resignation must be filed with the Superintendent of Schools at least one (1) five (5) day work week in advance of separation. This notice shall include a statement of the reasons for this action and effective date of resignation. The Board has the discretion to grant exceptions to the notice requirements.

ARTICLE XVII
UNIFORMS

Section 17.0

The Board shall provide each bargaining unit employee an annual uniform allowance of \$350.00 (\$450.00 to groundskeepers and groundskeeper assistants only) to be used for the initial purchase and replacement of uniform items in accordance with the criteria established by the Superintendent or designee as set forth below. It is understood that all employees covered by this contract will have sufficient quantities of uniform components in their possession so as to appear for work fully attired only in approved uniform apparel.

All uniform apparel requiring a "District Logo" shall be purchased by the district through a BOE approved vendor. Reimbursement for purchases of appropriate pants (and/or shorts), winter gear and foot attire, as set forth below, will be made to each bargaining unit employee upon the submission of a detailed receipt. Reimbursement will not be paid without the submittal of receipts prior to June 30th of each fiscal year.

Approved uniform attire is as follows:

- Burgundy Collared Shirts with District Logo
- T-Shirts (Burgundy or Grey) with District Logo
- Sweatshirt (Burgundy or Grey) with District Logo
- Blue, Black or Tan Pants or Shorts
- Appropriate Foot Attire (e.g., sneakers)
- Winter gear, such as high visibility or safety jackets, winter pants, winter hats, gloves, face shields, socks or eye protective gear specifically for snow removal, and winter boots

ARTICLE XVIII

SAFETY COMMITTEE

Section 18.0

The Board and the Union will each designate one employee to a joint safety committee. Said committee shall meet during the first two weeks of each fiscal quarter to resolve differences, recommend remedies, safety standards, and other safety programs. Recommendations by the committee shall be implemented by the Board within reasonable time and as soon as fiscally practical.

ARTICLE XIX

EVALUATION

All employees shall be evaluated in writing, once annually.

ARTICLE XX

DURATION

Section 19.0

This Agreement shall become effective retroactive to July 1, 2023, and shall remain in effect until June 30, 2026, and from year to year thereafter unless either party notifies the other in accordance with State law that it wishes to modify or change the Agreement in any manner.

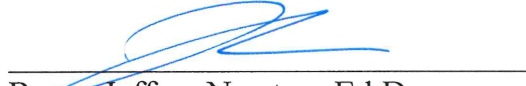
Section 19.1

Upon receipt of such notice, meetings will begin as soon as possible to negotiate such changes, but no later than thirty (30) days after such notice has been received by either party. This Agreement shall remain in full force and effect during such negotiations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this, 18 day of August, 2023.

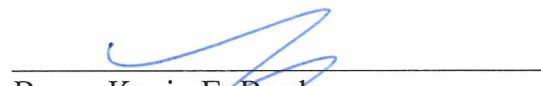
EAST LYME BOARD OF EDUCATION

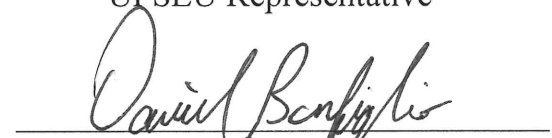

By: Eric Bauman
Board Chairman


By: Jeffrey Newton, ~~Ed.D.~~
Superintendent

UNITED PUBLIC SERVICE
EMPLOYEES UNION


By: Peter Coombs
Local President


By: Kevin E. Boyle
UPSEU Representative


By: Daniel G. Bonfiglio
Labor Relations Representative

APPENDIX A

Retroactive to July 1, 2023, all bargaining unit members shall receive a 2.75% GWI increase. Those eligible for step advancement shall advance one step. See schedule below.

<u>Position</u>	July 1, 2023					
	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
Custodian	\$22.77	\$23.77	\$24.63	\$25.55	\$26.55	\$27.64
Head Custodian	\$26.07	\$27.18	\$28.22	\$29.29	\$30.36	\$31.41
Maintainer	\$31.67	\$32.98	\$34.35	\$35.73	\$37.13	\$38.68
Maintainer Assist	\$27.89	\$28.89	\$29.90	\$30.93	\$31.87	\$32.98
Grounds Keeper	\$31.67	\$32.98	\$34.35	\$35.73	\$37.13	\$38.68
Grounds Keeper Assist	\$27.89	\$28.89	\$29.90	\$30.93	\$31.87	\$32.98

Effective July 1, 2024, all bargaining unit members shall receive a 2.85% GWI increase. Those eligible for step advancement shall advance one step. See schedule below.

<u>Position</u>	July 1, 2024					
	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
Custodian	\$23.42	\$24.44	\$25.33	\$26.28	\$27.31	\$28.43
Head Custodian	\$26.81	\$27.95	\$29.02	\$30.13	\$31.23	\$32.31
Maintainer	\$32.57	\$33.92	\$35.33	\$36.74	\$38.19	\$39.78
Maintainer Assist	\$28.68	\$29.72	\$30.75	\$31.81	\$32.78	\$33.92
Grounds Keeper	\$32.57	\$33.92	\$35.33	\$36.74	\$38.19	\$39.78
Grounds Keeper Assist	\$28.68	\$29.72	\$30.75	\$31.81	\$32.78	\$33.92

Effective July 1, 2025, all bargaining unit members shall receive a 3.00% GWI increase. Those eligible for step advancement shall advance one step. See schedule below.

<u>Position</u>	July 1, 2025					
	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
Custodian	\$24.12	\$25.18	\$26.09	\$27.07	\$28.13	\$29.28
Head Custodian	\$27.61	\$28.79	\$29.89	\$31.03	\$32.16	\$33.28
Maintainer	\$33.55	\$34.94	\$36.39	\$37.85	\$39.34	\$40.97
Maintainer Assist	\$29.54	\$30.61	\$31.67	\$32.76	\$33.76	\$34.94
Grounds Keeper	\$33.55	\$34.94	\$36.39	\$37.85	\$39.34	\$40.97
Grounds Keeper Assist	\$29.54	\$30.61	\$31.67	\$32.76	\$33.76	\$34.94

APPENDIX B

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
State of Connecticut: **Partnership Plan**

Coverage Period: **10/01/2020 – 06/30/2021**
Coverage for: Individual/Family | Plan Type: POS

<p>! The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.osc.ct.gov/anthemctpartner. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copay, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at http://www.cciio.cms.gov or call Anthem Blue Cross and Blue Shield at 1-800-922-2232 to request a copy.</p>		
Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: \$350/individual; \$1,400/family Waived for HEP Members Out-of-network: \$300/individual; \$900/family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this plan begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.
Are there services covered before you meet your deductible?	Yes. Primary care and <u>specialist</u> office visits, <u>preventive</u> care, <u>prescription</u> drugs, <u>emergency</u> room care, urgent care, mental health and substance abuse outpatient services, and eye exams are covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copay</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive</u> services without <u>cost</u> sharing and before you meet your deductible. See a list of covered <u>preventive</u> services at https://www.healthcare.gov/coverage/preventive-care-benefits/
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	Medical: \$2,000/individual; \$4,000/family Prescription drugs: \$4,600/individual; \$9,200/family	The <u>out-of-pocket</u> <u>limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own <u>out-of-pocket</u> <u>limits</u> until the overall family <u>out-of-pocket</u> <u>limit</u> has been met.
What is not included in the out-of-pocket limit?	Out-of-network <u>deductible</u> and <u>cost</u> sharing, premiums, balance-billing charges, penalties for failure to obtain prior authorization for services, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket</u> <u>limit</u> .
Will you pay less if you use a network provider?	Yes. See www.osc.ct.gov/anthemctpartner or call 1-800-922-2232 for a list of <u>network</u> <u>providers</u> .	This plan uses a <u>provider</u> <u>network</u> . You will pay less if you use a <u>provider</u> in the plan's <u>network</u> . You will pay the most if you use an <u>out-of-network</u> <u>provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your plan pays (balance billing). Be aware your <u>network</u> <u>provider</u> might use an <u>out-of-network</u> <u>provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.

Chat with a professional Health Navigator 24 hours a day, seven days a week at (866) 611-8005.

Or, use the online chat tool by clicking the Health Navigator button on CareCompass.Ct.Gov.

Important Questions	Answers	Why This Matters:
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All copay and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred <u>In-Network Provider</u> (You will pay the least)	<u>In-Network Provider</u>	<u>Out-of-Network Provider</u> (You will pay the most)	
If you visit a <u>health care provider's office</u> or <u>clinic</u>	Primary care visit to treat an injury or illness	No charge. <u>Deductible</u> does not apply.	\$15 <u>copay</u> /visit. Waived if no in-state preferred provider. <u>Deductible</u> does not apply.		None.
	<u>Specialist</u> visit	No charge. <u>Deductible</u> does not apply.		20% <u>coinsurance</u>	
	Preventive <u>care/screening/immunization</u>	No charge. <u>Deductible</u> does not apply.	No charge. <u>Deductible</u> does not apply.		You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a <u>test</u>	<u>Diagnostic test</u> (x-ray, blood work)	No charge	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None.
	Imaging (CT/PET scans, MRIs)	No charge	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Prior authorization required to avoid penalty: lesser of \$500/20% of cost

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Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred In-Network Provider (You will pay the least)	In-Network Provider	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.osc.ct.gov/benefits/pharmacy.htm	Generic drugs	Preferred generic: Retail: \$5 <u>copay</u> ; Mail order & maintenance drugs: \$5 <u>copay</u> . Non-preferred generic: Retail: \$10 <u>copay</u> ; Mail order & maintenance drugs: \$10 <u>copay</u> .		20% <u>coinsurance</u> for non-participating pharmacy	Retail: 30-day supply; Mail order: 90-day supply. <u>Deductible</u> does not apply to <u>prescription drugs</u> . Check details of your Rx coverage at: www.osc.ct.gov/benefits/pharmacy.htm . Maintenance drugs must be filled by mail order or by Maintenance Drug Network pharmacy after first retail fill. Penalty may apply if brand name drug is requested when a generic is available. Some drugs require prior authorization. No charge for FDA-approved generic contraceptives (or brand name contraceptives if generic is medically inappropriate).
	Preferred brand drugs	Retail: \$25 <u>copay</u> ; Mail order & maintenance drugs: \$25 <u>copay</u> .		20% <u>coinsurance</u> for non-participating pharmacy	
	Non-preferred brand drugs	Retail: \$40 <u>copay</u> ; Mail order & maintenance drugs: \$40 <u>copay</u> .		20% <u>coinsurance</u> for non-participating pharmacy	
	<u>Specialty drugs</u>	Same as non-preferred brand drugs		Same as non-preferred brand drugs	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge		20% <u>coinsurance</u>	Prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services.
	Physician/surgeon fees	No charge			
If you need immediate medical attention	<u>Emergency room care</u>	\$250 <u>copay/visit</u> . <u>Deductible</u> does not apply.		Same as <u>in-network</u> plus excess over <u>allowed amount</u> .	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	No charge		No charge	None.
	<u>Urgent care</u>	\$15 <u>copay/visit</u> . <u>Deductible</u> does not apply.		20% <u>coinsurance</u>	None.

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Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred <u>In-Network Provider</u> (You will pay the least)	<u>In-Network Provider</u>	<u>Out-of-Network Provider</u> (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge		20% <u>coinsurance</u>	Prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services. No coverage in excess of cost of a semi-private room unless <u>medically necessary</u> .
	Physician/surgeon fees	No charge		20% <u>coinsurance</u>	Prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services.
	Outpatient services	\$15 <u>copay</u> /visit. <u>Deductible</u> does not apply.		20% <u>coinsurance</u>	None.
If you need mental health, behavioral health, or substance abuse services	Inpatient services	No charge		20% <u>coinsurance</u>	Prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services.
	Office visits	\$15 <u>copay</u> /first visit only. <u>Deductible</u> does not apply.		20% <u>coinsurance</u>	Cost sharing does not apply for <u>preventive services</u> . Depending on the type of service, a <u>copay</u> , <u>coinsurance</u> , or <u>deductible</u> may apply. Maternity care may include tests & services described somewhere else in the SBC (i.e., ultrasound).
	Childbirth/delivery professional services	No charge		20% <u>coinsurance</u>	Prior authorization required for stay in excess of 48 hours (96 hours for cesarean delivery) to avoid penalty of lesser of \$500 or 20% of covered services.

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Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred <u>In-Network Provider</u> (You will pay the least)	<u>In-Network Provider</u>	<u>Out-of-Network Provider</u> (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	No charge		20% <u>coinsurance</u>	Limit: 200 visits/calendar year. Prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services. <u>In-network</u> speech therapy limit: 30 visits/calendar year. Limit does not apply to treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of oropharynx. <u>Out-of-network</u> physical, occupational, chiropractic, speech & autism therapy limit: 30 visits/condition/calendar year.
	<u>Rehabilitation services</u>	No charge for physical, occupational and speech therapy and chiropractic care		20% <u>coinsurance</u> for physical, occupational and speech therapy and chiropractic care	
	<u>Habilitation services</u>	No charge		20% <u>coinsurance</u>	None.
	<u>Skilled nursing care</u>	No charge		20% <u>coinsurance</u>	<u>Out-of-network</u> limit: 60 visits/ year/ person Prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services.
	<u>Durable medical equipment</u>	No charge		20% <u>coinsurance</u>	Prior authorization required for certain items over \$500 to avoid penalty of lesser of \$500 or 20% of covered services.

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Or, use the online chat tool by clicking the Health Navigator button on CareCompass.Ct.Gov.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Preferred <u>In-Network Provider</u> (You will pay the least)	<u>In-Network Provider</u>	<u>Out-of-Network Provider</u> (You will pay the most)	
	<u>Hospice services</u>	No charge		20% <u>coinsurance</u>	Inpatient services: prior authorization required to avoid penalty of lesser of \$500 or 20% of covered services. Out-of-network inpatient services limit: 60 days/person/calendar year. Out-of-network in-home services limit: 200 visits/calendar year
If your child needs dental or eye care	Children's eye exam	\$15 copay/visit. <u>Deductible</u> does not apply.		50% <u>coinsurance</u>	Limit: 1 visit/calendar year performed as part of an exam.
	Children's glasses	Not covered		Not covered	You must pay 100% of this service, even <u>in-network</u> .
	Children's dental check-up	Not covered		Not covered	You must pay 100% of this service, even <u>in-network</u> .

Excluded Services & Other Covered Services:

<u>Services Your Plan Generally Does NOT Cover</u> (Check your policy or <u>plan document</u> for more information and a list of any other <u>excluded services</u> .)	
<ul style="list-style-type: none"> Children's dental check-up Children's glasses Cosmetic surgery 	<ul style="list-style-type: none"> Dental care (adult) Non-emergency care when traveling outside the United States (urgent care covered) Long-term care Routine foot care (except when medically necessary for treatment of diabetes) Weight loss programs (except as required by law)
<u>Other Covered Services</u> (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan document</u> .)	
<ul style="list-style-type: none"> Acupuncture (covered only if <u>medically necessary</u>) limited to 20 visits per year Bariatric surgery (prior authorization required) Chiropractic care (limit: 30 visits per calendar year for <u>out-of-network services</u>) 	<ul style="list-style-type: none"> Hearing aids (limit: 1 set per 36 month period; prior authorization required) Infertility treatment (prior authorization required) Private-duty nursing (prior authorization required) Routine eye care (adult, limit: 1 exam per calendar year)

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Or, use the online chat tool by clicking the Health Navigator button on CareCompass.Ct.Gov.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

Anthem Blue Cross and Blue Shield
108 Leigus Road
Wallingford, CT 06492
1-800-922-2232

CVS/Caremark
Prescription Claim Appeals MC109
P.O. Box 52084
Phoenix, AZ 85072-2084
Fax: 1-866-443-1172

Additionally, a consumer assistance program can help you file your appeal. Contact the Connecticut Office of the Health Care Advocate at 1-866-466-4446

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Para obtener asistencia en Español, llame al 1-800-922-2232.

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-922-2232.

如果需要中文的帮助，请拨打这个号码 1-800-922-2232.

Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-922-2232.

_____ To see examples of how this plan might cover costs for a sample medical situation, see the next section.

Chat with a professional Health Navigator 24 hours a day, seven days a week at (866) 611-8005.
Or, use the online chat tool by clicking the Health Navigator button on CareCompass.Ct.Gov.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copays and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$350
- Specialist copayment \$15
- Hospital (facility) \$0
- Other \$0

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,800
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In this example, Peg would pay:

Cost Sharing	
Deductibles	\$350
Copays	\$20
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$430

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$350
- Specialist copayment \$15
- Hospital (facility) \$0
- Other \$0

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$7,400
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In this example, Joe would pay:

Cost Sharing	
Deductibles	\$70
Copays	\$235
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Joe would pay is	\$365

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$350
- Specialist copayment \$15
- Hospital (facility) \$0
- Other \$0

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$1,900
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In this example, Mia would pay:

Cost Sharing	
Deductibles	\$350
Copays	\$310
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$660

NOTE: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your cost. For more information about the wellness program, please visit <http://osc.ct.gov/benefits.htm>

The plan would be responsible for the other costs of these EXAMPLE covered services.