

AGREEMENT
between
WEST HARTFORD BOARD OF EDUCATION
and
UNITE HERE!
LOCAL 217 AFL-CIO
CAFETERIA WORKERS
7/1/2022 - 6/30/2026

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This Agreement has been made and entered into this 1st day of July 2022, by and between the WEST HARTFORD BOARD OF EDUCATION (hereinafter referred to as the "Board") and UNITE HERE! LOCAL 217, AFL-CIO (hereinafter referred to as the "Union").

PREAMBLE

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

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

**ARTICLE 1
RECOGNITION**

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

**ARTICLE 2
BOARD OF EDUCATION RIGHTS**

- 2.1 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board of Education has and will continue to retain whether exercised or not, all of the rights, powers and authority heretofore had by it and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board of Education and direction of the working forces, including, but not limited to, the following:
 - (a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board of Education.
 - (b) To establish or continue policies, practices and procedures for the conduct of the Board of Education business from time to time to change or abolish such policies, practices or procedures or deviate from procedures, practices or policies in exceptional cases after notice to and discussion with the Union.

- (c) To discontinue processes or operations, or to discontinue their performance by employees.
- (d) To select and to determine the number and type of employees required to perform the operations of the Board of Education.
- (e) To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board of Education.
- (f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- (g) To ensure that incidental duties connected with school operations whether enumerated in job descriptions or not, shall be performed by employees.
- (h) To establish contracts or subcontracts for school operations provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. Any successor employer shall assume the terms of this contract and offer employment to current employees. All work customarily performed by employees of the bargaining unit shall continue to be so performed unless, in the sole judgment of the Board of Education, it can be done more economically or expeditiously otherwise.

2.2 The above rights, responsibilities and prerogatives are inherent in the Board of Education and the Superintendent or his/her designee by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

ARTICLE 3 UNION SECURITY

3.1 An employee may choose to become and/or remain a member of the Union. Dues deduction for members shall begin at the end of the probationary period. The Board shall honor employee membership cards and authorization forms created or adopted by the Union for deductions in electronic form, and, by voice authorization. Additionally, the Board shall honor authorizations in any form that satisfies the requirement of sections 1-266 to 1-286, inclusive, of the Connecticut General Statutes. The revocability of an authorization shall be determined by the terms of the authorization. The Union shall notify the Employer to cease the payroll deduction of dues and fees

upon receipt of the workers' request.

- 3.2 The Board shall provide a list of bargaining unit employees with names, addresses, school worked in and hours worked per day as of September 15th each year to the Union. However, the Board shall not be obligated to supply the addresses and/or telephone numbers of any employee who objects, in writing, to the provision of such information to the Union.
- 3.3 The Employer shall provide a secure location in each school to store union membership cards, contracts and union educational materials. All new employees shall be entitled to receive a fifteen (15) minute orientation provided by the Union and/or its representatives at a time that is convenient to the operation.
- 3.4 In accordance with the Connecticut General Statutes section 31-40bb, the Board shall provide the Union with the name, job title, department, work location, work telephone number and the home address of any newly hired employee. The Board shall provide the Union with access to its new employee orientations for 15 minutes or arrange for a 15 minute Union orientation, whichever will occur sooner. The Board shall give the Union not less than ten days' written or electronic notice in advance of such an orientation, except a shorter notice may be provided in any instance where there is an urgent need critical to the Board's operations that prevents the ten days' notice.

ARTICLE 4 DUES DEDUCTION

- 4.1 The Employer shall make deductions from each paycheck for dues and fees as instructed by the Secretary-Treasurer of the Union. Union dues will be calculated as a percentage of all gross taxable earnings. The Employer will not exceed the maximum weekly deduction for current dues as set by the Union. The Employer will meet the minimum weekly deduction for current dues as set by the Union. The Union will give the Employer at least thirty (30) days written notice of changes to the calculation percentage and maximum deductions.
- 4.2 Deductions for missed dues shall be made from all earnings; including wages for hours worked, paid, holidays, sick days, vacation days, and other paid time, for the amount of the weekly maximum until the outstanding balance is paid in full. Except for the deduction of the initiation fee, reinstatement fee or other special fees as instructed by the Secretary-Treasurer of the Union, in no case shall the Employer deduct more than double the weekly maximum deduction from a single paycheck.
- 4.3 No later than the tenth (10th) day of each month, the Employer shall submit one check for the total of the previous month's dues deductions. The Secretary-Treasurer shall approve an Automated Clearing House (ACH) transfer of funds arrangement if requested by the Employer. No later than the tenth (10th) day of each month, the Employer shall, either send to the Union by encrypted email or deposit on the secure website provided by the Union, the following information in a

manipulatable electronic format; a list of all bargaining unit members, showing their names, employee ID numbers, dates of hire, the hours paid each week, gross earnings for each week, the weekly deduction for current union dues, the weekly deduction for missed dues, and the weekly deduction for initiation fee, reinstatement fee or special fee, and the reason if no deduction was made that week.

- 4.4 Together with the list above, the Employer shall also provide a list of the previous month's new hires showing their: names, employee ID, addresses, dates of hire, hourly rates, job classifications, and scheduled hours, and a list of the previous month's terminations and leaves of absences (LOA) including name, social security number, and date of termination or LOA start date.
- 4.5 The Employer shall deduct and transmit to the Treasurer of UNITEHERE TIP Campaign Committee the amount of the contribution specified for each payroll or other designated period worked from wages of those employees who voluntarily authorize such contribution at least seven (7) days prior to the next schedule pay period, on the form provided for that purpose by the UNITEHERE TIP Campaign Committee. These transmittals shall occur no later than the fifteenth (15th) day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his/her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contributions amount. The parties acknowledge that the Employer's cost of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary, and. benefits provision of this Agreement. The Employer shall send these transmittals and this list to: UNITEHERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001, Attn: Treasurer.

**ARTICLE 5
NO DISCRIMINATION**

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

**ARTICLE 6
PROBATIONARY PERIOD**

- 6.1 New employees shall be considered probationary for a period of forty (40) working days from the date of hire. Such employees may be discharged at will during this probationary period and no such discharge shall be subject to the grievance or arbitration procedure. Once the probation period has been successfully completed, seniority shall be retroactive to the date of hire.
 - (a) A newly hired employee shall not become eligible for personal leave benefits, sick leave benefits and holiday pay, under this Article until s/he has worked 40 days.

**ARTICLE 7
UNION ACTIVITY**

- 7.1 It is agreed that Union business will be carried on outside of working hours to the extent possible. In all cases, the Union representative will follow the visitor policy of the school, and will notify the Supervisor or Area Manager immediately upon arrival. If the Area Manager is not on site, the Union representative will immediately notify the Central Office Coordinator. It is understood that union activity under this Article will pertain only to union business that directly concerns the members of this bargaining unit in their capacities as employees of the Board.
- 7.2 A bulletin board for the use of the Union shall be provided at each school.
- 7.3 The Union shall notify the Budget and Business Administrator of the names of the current Union stewards.
- 7.4 The Union may appoint an unlimited number of stewards; however, only three (3) Union stewards shall have super seniority for the purpose of layoff and recall.
- 7.5 The Board agrees to allow this bargaining unit four (4) work days per year in paid leave for the purpose of attending official Union conventions and conferences. The Union may determine which employee shall be entitled to this day. The Union shall give at least ten (10) working days' notice prior to such leave. In addition, the Board agrees to allow this bargaining unit up to four (4) work days per year in unpaid leave for the purpose of attending official Union conventions and conferences. Only one employee may be absent at a time.

**ARTICLE 8
GRIEVANCE PROCEDURE**

- 8.1 Definitions:
- (a) Type A;
A Type A grievance is hereby defined to mean a dispute between an employee or the Union and the Administration or the Board concerning the interpretation or application of this Agreement.
 - (b) Type B;
A Type B grievance is hereby defined as a complaint by an employee that an action taken or refused by an administrator is unfair.
- 8.2 Procedure

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

prior to initiating a formal grievance under the procedures below.

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

1. An employee who believes he/she has a grievance shall initiate the formal grievance process by discussing it with the Operation's Manager in an attempt to resolve the matter at that level.
2. The Manager shall adjust the grievance at once, or notify the employee and/or his/her representative of his or her decision within five (5) working days following the day that the grievance is presented.

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

1. In the event that such employee is not satisfied with the disposition of his/her grievance at Level One, or in the event that no decision has been rendered within five (5) working days following the final meeting at Level One, the employee may advance his/her grievance to the Budget and Business Services Administrator. The grievance shall be submitted in writing stating:
 - a. the facts of the grievance;
 - b. the provision or provisions of this Agreement allegedly misinterpreted or misapplied; and
 - c. the remedy sought.

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

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

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

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

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

3. The Superintendent or his/her designee shall meet with a representative of the Union to review the grievance within ten (10) working days following receipt of the request for review.
4. The Superintendent or his or her designee shall render a written decision on the review to the Union within five (5) working days following the conclusion of such meeting.

(d) Level Four - Arbitration

1. Binding Arbitration - Type A

- a. In the event that such Union is not satisfied with the disposition of the grievance at Level Three, such grievance may be presented by the Union to the Connecticut Board of Mediation and Arbitration for arbitration in accordance with its administrative procedures, practices and rules, or, if the parties mutually agree, to the American Arbitration Association for arbitration in accordance with the Rules and Procedures of the American Arbitration Association.
- b. The Union must notify the Superintendent or his/her designee in writing of its intention to submit a grievance to arbitration within fifteen (15) working days following receipt of the decision of the Superintendent at Level Three and must commence the process for arbitration within twenty (20) working days following disposition of the grievance at level three (3).
- c. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all the terms of the Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement, unless the same is contrary to law.

8.3 Miscellaneous

- (a) The Board and the Union agree that:

1. Every reasonable effort should be made to resolve grievances at the administrative level most directly involved.
 2. Nothing herein contained shall be construed as limiting the right of any member of the unit having a grievance to discuss the matter informally with any appropriate member of the administration provided that no settlement is reached that is in violation of any provision of this Agreement.
- (b) A grievance that affects a group or class of members in the Unit may be submitted only by the Union and the processing of group or class grievances shall commence at Level Two.
 - (c) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at any level should be considered as maximum and every effort should be made to expedite the process. The time limits specified at all levels may be extended by the mutual agreement of the Superintendent of Schools or his designee and the Union.
 - (d) Any grievance not presented for disposition through the grievance procedure set forth above within fifteen (15) workdays of the occurrence of the condition giving rise thereto, or within fifteen (15) workdays of the employee's or the Union's notice or knowledge thereof, shall not thereafter be considered a grievance under this Agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal the decision of a grievance within the specified time limits shall mean that the grievant accepts the decision and the grievance has been resolved.
 - (e) No reprisals of any kind shall be taken by either party or by any of the administration against anyone by reason of participation in the grievance procedure.
 - (f) All costs and expenses of arbitration shall be borne equally by the Board and the Union, except that each party shall pay for its own legal counsel.

ARTICLE 9 HOURS OF WORK AND OVERTIME

9.1 Hours of Work

- (a) The Superintendent or his or her designee shall establish work schedules prior to the beginning of the school year. Hours of work shall not be reduced during the school year.
- (b) Employees shall be notified of any changes to the total number of hours which they are assigned a minimum of two (2) weeks in advance when possible.
- (c) Employees shall not work beyond their scheduled shifts without the express permission of

their supervisors. Employees shall be compensated for all authorized hours worked.

- (d) If an employee reports to work and is sent home, s/he will be paid for his/her scheduled hours. There will be three permanent subs.
- (e) The Board of Education reserves the right to add one (1) additional paid work day with a minimum of four (4) hours scheduled for State or Federally mandated Child Nutrition training. This additional work day will be on a non-school day, i.e. Rosh Hashanah, Yom Kippur, Election day.

9.2 Overtime

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

- (a) time actually worked in excess of forty (40) hours in one week; or
- (b) catering work performed at times outside the normal school day or normal school week and which is not in connection with the regular preparation of school meals.
- (c) time spent actually performing regular cafeteria work in excess of eight (8) hours in any single calendar day.

ARTICLE 10 SENIORITY

- 10.1 The Board shall prepare a list of all employees in the bargaining unit showing their seniority, if any, in length of service as cafeteria workers with the Board and deliver the same to the Union by September 15 of each year.
- 10.2 Employees accrue seniority from their most recent date of hire as cafeteria workers with the Board.
- 10.3 An employee shall lose his/her seniority upon his/her retirement, resignation, or discharge for cause. An employee shall be considered to have resigned if he/she:
 - (a) Fails to report to work on the day following expiration of an authorized leave of absence, unless failure to report is due to conditions beyond the control of the employee, and provided the employee made reasonable efforts to notify his or her supervisor of the delay in returning to work.
 - (b) Is absent from work for three (3) consecutive workdays without notifying the Board of the reason for the absence, if the reason for such absence is within the control of the employee.

- (c) Is promoted out of the bargaining unit.

**ARTICLE 11
JOB VACANCIES AND TRANSFERS**

11.1 Vacancies

- (a) When a bargaining unit cafeteria position is to be filled, the job will be posted in all schools for a period of five (5) working days before applications are closed. All members of the bargaining unit shall be eligible to apply for the position.
- (b) The Board shall award the position based on seniority, ability, qualifications, and work history. If two (2) or more employees are relatively equally qualified by reason of qualifications, ability, and work history, seniority shall be the determining factor. If no employee is qualified for the vacant position the Board may hire a new employee.
- (c) If practical, the Board will fill open positions within five (5) working days of the end of a posting period.
- (d) Any employee who performs the duties of a higher classification shall receive the higher rate of pay for the balance of all time worked in such classification.

11.2 Transfers

- (a) Transfers of cafeteria personnel between schools may be initiated in the sole discretion of the Superintendent or his/her designee. In making personnel transfers, the needs and interests of the affected parties will be given every consideration, but the overall welfare of the school system, in the sole discretion of the Superintendent or his/her designee, will be considered as paramount when personnel transfers are deemed to be necessary. The Superintendent or his/her designee will confer with the Union prior to deciding whether or not to transfer an employee for disciplinary reasons. Any such transfer shall be subject to the grievance procedures contained in Article 8.

**ARTICLE 12
GENERAL PROVISIONS**

- 12.1 Except as provided in Article 2.1(h), bargaining unit work shall be done by bargaining unit employees only except in case of emergency, for job training purposes or to augment unforeseen service needs.
- 12.2 The Board shall set up an account for each employee (excepting the Driver) of \$150. The employee may use the money as they choose towards the designated uniform. The Board will provide aprons and visors. The Board shall reimburse the Driver up to \$250 for the purchase of appropriate

uniforms, outerwear and shoes.

- 12.3 All employees shall receive mileage reimbursement at the current I.R.S. rate when required to drive to different schools.
- 12.4 It is the responsibility of management to train employees. If an employee is specifically asked to train a co-worker (employees have the right to refuse), s/he will be paid \$3 per hour premium pay to a maximum of 25 hours per employee.

**ARTICLE 13
COMPENSATION**

- 13.1 Employees shall be paid in accordance with Appendix A.
- 13.2 There shall be two categories of cafeteria workers:
 - (a) General Nutrition Worker
 - (b) Cook/Baker, Truck Drivers, Head Cashier

Employees in category b shall be paid in accordance with Appendix A

- 13.3 While some employees in the General Nutrition Worker classification may ordinarily or normally perform a specific duty or range of duties (e.g. cashier, dishwashing), it is understood that all such employees may be required to perform any of the duties of a General Nutrition Worker in order to ensure the efficient and smooth running of the food service operation.
- 13.4 Longevity:

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

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

Conditions of Longevity	Longevity Amount
Completion of 10 to 14 years continuous employment	\$500
Completion of 15 to 19 years continuous employment	\$650
Completion of 20 or more years continuous employment	\$800

**ARTICLE 14
PAID HOLIDAYS**

- 14.1 Effective July 1, 1994, employees shall receive Memorial Day off with pay, calculated at their regularly scheduled number of hours of work per day. Effective July 1, 1995, employees shall receive the following days off with pay, calculated at their regularly scheduled number of hours of work per day:
- (a) Memorial Day
 - (b) Indigenous Peoples Day
 - (c) Thanksgiving Day
 - (d) Day after Thanksgiving
 - (e) Christmas Day
 - (f) New Year's Day
 - (g) Martin Luther King Jr.'s Day
 - (h) Good Friday, or another religious holiday of the employee's choice
 - (i) Labor Day
- 14.2 To receive holiday pay, the employee must work the scheduled day before and the scheduled day after the holiday, unless excused by the employer.

**ARTICLE 15
LEAVE OF ABSENCE**

- 15.1 Sick Leave
- (a) Effective July 1, 1995, employees are entitled to sick leave with full pay for personal illness of up to ten (10) days annually (based on the rate of 1 day per month), cumulative to one hundred thirty (130) days.
 - (b) The Board shall annually provide the Union with a list showing the amount of accumulated sick leave for each employee.
 - (c) If requested by the Superintendent or his designee, an employee shall provide a certificate from his/her physician confirming that his/her absence is or has been due to illness when the employee has been absent five (5) or more consecutive workdays or ten (10) or more nonconsecutive workdays.
 - (d) An employee shall not lose sick leave days when absent under worker's compensation.
 - (e) Sick leave shall be available for use by employees in the event of their own illness, injury, pregnancy or emergency medical appointments which cannot be scheduled outside of working hours. In addition, after leave provided in Section 15.5 is exhausted, employees may use up to three (3) days sick leave for family illness leave, personal leave or

bereavement leave in accordance with that section.

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

15.2 Jury Duty

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

15.3 Workers' Compensation

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

15.4 Pregnancy, Childbearing and Childrearing Leave

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

15.5 Family Illness, Bereavement, Holy Days and Personal Leave

- (a) Employees shall be entitled to up to three (3) days leave annually for the reasons set forth below. In addition, employees may use up to three additional days annually for such purposes, provided that such days shall be deducted from sick leave:
 - 1. Bereavement: leave for death in the immediate family (spouse, son, daughter, parent, sister, brother, grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, sister-in-law or brother-in-law or any long-term member of the employee's household); a maximum of one (1) of these days may be taken in the case of death of a close friend. **The superintendent or his designee may consider authorizing additional unpaid leave in**

cases in which travel is required and such travel would result in the employee needing more time than three (3) workdays.

2. Family illness: leave for illness in the immediate family (spouse, son, daughter, parent or any relative by blood or marriage who is a long-term member of the employee's household).
 3. Personal leave: leave for matters of pressing personal business that cannot be conducted outside of regular work hours.
 4. Holy days: leave for formal religious observance of a holy day.
- (b) Employees shall request such leave on a form approved by the Board.
- (c) At the Superintendent's discretion, 2 additional days' leave may be granted.

15.6 Unpaid Leave of Absence

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

**ARTICLE 16
INSURANCE**

- 16.1 Only employees assigned 20 hours or more per week, are eligible for health insurance benefits.
- 16.2 Effective July 1, 2019 the employer will provide only the State Partnership Plan to eligible employees. Enrolled employees shall pay the following monthly premium co-shares:
- Effective July 1, 2022 employee shall pay 15.5%
 - Effective July 1, 2023 employee shall pay 15.75%
 - Effective July 1, 2024 employee shall pay 16.0%
 - Effective July 1, 2025 employee shall pay 16.0%
- 16.3 The Board will provide a Dental plan with the features set forth in Appendix C.
- 16.4 For eligible employees as described in 16.1 above, life insurance, not to exceed 1.5 times the employee's annual salary or a maximum of ten thousand dollars (\$10,000), whichever is less, may be purchased at ten percent (10%) of the applicable insurance premium costs.
- 16.5 Employee shall be permitted to change his/her participation in insurance programs once annually during the open enrollment period in June to be effective in September, unless there is a change in status (e.g., marriage, divorce, death).

- 16.6 The Board shall make an IRS Section 125 Plan available to the employee making contributions for insurance benefits under 16.2 and 16.3 above.
- 16.7 The Board shall not deduct insurance contributions from the same paycheck as dues deduction.
- 16.8 The Board shall provide to employees a Long-Term Disability Plan.

**ARTICLE 17
PENSION**

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

- Effective July 1, 2022 employee shall pay 5%
- Effective July 1, 2023 employee shall pay 5.5%
- Effective July 1, 2024 employee shall pay 6%
- Effective July 1, 2025 employee shall pay 6%

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

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

- (a) Any member who is hired by the Board of Education on or after July 1, 2004 and shall have attained the age of 65 years and completed 15 years of credited service or attained the age of 62 years and completed 35 years of credited service shall be eligible for retirement from active service and for a normal unreduced retirement allowance.
- (b) Any member who is hired by the Board before July 1, 2004 and who retires on or after July 1, 2004 and who becomes eligible for a normal retirement by attaining at least the age of 55 and having at least 25 years of credited service or by attaining at least the age of 60 and having at least 10 years of credited service, and does not retire shall earn the following annual pension supplement for each full year beyond their normal retirement date:

<u>Years after Normal Retirement</u>	<u>Supplement Amount</u>
1	\$600
2	\$600
3	\$600
4	\$600
5	\$600
Each full year over 5	\$600

The above supplement will not be a survivor benefit. The supplement shall be made annually in a

single payment during the month of July, starting the first of July after the employee's retirement date.

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

ARTICLE 18 DISCIPLINE

- 18.1 Any disciplinary action the Board may take against an employee shall only be for just cause.
- 18.2 Whenever the Board notifies a cafeteria worker to attend a meeting for disciplinary reasons, the Board shall inform the cafeteria worker of his/her right to have a Union representative present at the meeting.
- 18.3 Whenever an employee is subject to formal discipline, the employee may submit a written response of explanation which will be attached to the record of such discipline in the employee's personnel file.
- 18.4 Where previous discipline is considered in a subsequent disciplinary action, the length of time elapsed, and the nature of the previous conduct shall be considered and given due weight in determining its relevance.

ARTICLE 19 LAYOFF AND RECALL

- 19.1 For the purposes of this Article, the following definitions shall apply:
 - (a) "Layoff shall mean a reduction in the number of total positions, or the number of benefit level positions within the bargaining unit
 - (b) "Hours Reduction" shall mean the reduction in hours of a bargaining unit position(s) to below benefit level or by a reduction of at least 20% of an employee's work hours
 - (c) "Recall" shall mean the offer to re-employ persons who have been laid off.
- 19.2 Layoff, because of either reduction in the number of positions or hours, shall be determined within but not among each of the following categories:
 - (a) General Nutrition Workers
 - (b) Cooks/Bakers
 - (c) Truck Drivers
 - (d) Head Cashiers
- 19.3 Within each category, the sole factor to be considered in determining layoff, either because of a

reduction in the number of positions or hours, shall be length of continuous current employment as cafeteria workers with the Board. Any period of leave granted by the Board during the period of current employment shall not be recognized to be a part of continuous current employment.

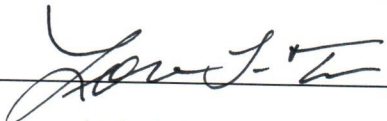
- 19.4 The name of each employee who is laid off shall be placed on a recall list and remain on such list for twenty-four (24) calendar months following their first day of layoff, or until such person has been recalled, whichever comes first.
- 19.5 Within each category, the laid off employee with the most seniority shall be recalled first and no new employees shall be hired until all laid off employees have been given the opportunity to return to work.
- 19.6 Union stewards, not to exceed three (3) in number, shall have super seniority in the event of a layoff.
- 19.7 Individuals who are recalled must respond to the recall notification within one (1) calendar week following receipt of written notice of recall and must assume their assigned duties within two (2) weeks following receipt of written notice of recall. If an individual fails to respond within one (1) week or fails to assume his or her assigned duties within two (2) weeks, he or she will be considered to have declined recall and shall be taken off the recall list.

**ARTICLE 20
DURATION**

20.1 This Agreement shall be effective upon the signatures of both parties and shall be in full force and effect until June 30, 2026.

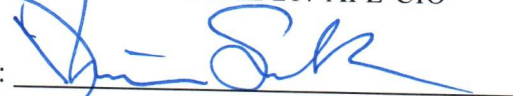
IN WITNESS WHEREOF, the parties have set their hands this 7th day of October, 2022.

WEST HARTFORD BOARD OF EDUCATION

By: 

Date: 10/07/2022

UNITE HERE! LOCAL 217 AFL-CIO

By: 

Date: 2-3-2023

APPENDIX A

WAGES

**GENERAL & TECHNICAL
NUTRITION ASSISTANTS**

	2022-2023	2023-2024	2024-2025	2025-2026
Step 1	\$ 15.00	\$ 15.38	\$15.76	\$16.15
Step 2	\$ 15.50	\$ 15.89	\$16.29	\$16.70
Step 3	\$ 16.00	\$ 16.40	\$16.81	\$17.23
Step 4	\$ 16.75	\$ 17.17	\$17.60	\$18.04
Step 5	\$ 17.50	\$ 17.94	\$18.39	\$18.85
Step 6	\$ 18.25	\$ 18.71	\$19.18	\$19.66
Step 7	\$ 20.33	\$ 20.94	\$21.57	\$22.22

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

- Effective July 1, 2022 step movement whereby steps 1-6 will move up one step to newly established pay schedule. Step 7 will receive a 2% general wage increase
- Effective July 1, 2023 step movement and steps 1-6 will receive a general wage increase of 2.5% and step 7 will receive a 3% general wage increase
- Effective July 1, 2024 step movement and steps 1-6 will receive a general wage increase of 2.5% and step 7 will receive a 3% general wage increase
- Effective July 1, 2025 step movement and steps 1-6 will receive a general wage increase of 2.5% and step 7 will receive a 3% general wage increase

**APPENDIX A-2
WAGES**

BAKER, COOK, HEAD-CASHIER, TRUCK DRIVER

	2022-2023	2023-2024	2024-2025	2025-2026
Step 1	\$ 15.50	\$ 15.89	\$16.29	\$16.70
Step 2	\$ 16.00	\$ 16.40	\$16.81	\$17.23
Step 3	\$ 16.75	\$ 17.17	\$17.60	\$18.04
Step 4	\$ 17.50	\$ 17.94	\$18.39	\$18.85
Step 5	\$ 18.25	\$ 18.71	\$19.18	\$19.66
Step 6	\$ 19.00	\$ 19.48	\$19.97	\$20.47
Step 7	\$ 21.26	\$ 21.89	\$22.55	\$23.23

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

- Effective July 1, 2022 step movement whereby steps 1-6 will move up one step to newly established pay schedule. Step 7 will receive a 2% general wage increase
- Effective July 1, 2023 step movement and steps 1-6 will receive a general wage increase of 2.5% and step 7 will receive a 3% general wage increase
- Effective July 1, 2024 step movement and steps 1-6 will receive a general wage increase of 2.5% and step 7 will receive a 3% general wage increase
- Effective July 1, 2025 step movement and steps 1-6 will receive a general wage increase of 2.5% and step 7 will receive a 3% general wage increase



A Great Opportunity for Very Valuable Healthcare Coverage

Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees.

You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with Anthem Blue Cross and Blue Shield (Anthem)—the plan's administrator—to charge lower rates for their services. You have access to Anthem's State Bluecare POS network in Connecticut, and access to doctors and hospitals across the country through the BlueCard® program.

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit www.anthem.com/statect to find out if your doctor, hospital or other medical provider is in Anthem's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.

*Source: Healthcare Bluebook: healthcarebluebook.com

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.

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.

Be the picture of health

Check out these programs and services to be your healthy best

Need a doctor? Choose a State of Connecticut preferred doctor and save

When you see a Primary Care Physician (PCP) or specialist in your State of Connecticut preferred network (also referred to as Tier 1 in your health plan), there's no office visit copay. These doctors cost less than doctors outside of your plan.

- Visit anthem.com/statect and choose **Find a Doctor**.
- Call the Enhanced Member Service Unit at 1-800-922-2232, for more information or to find out if your doctor is in Tier 1.

Use Site-of-Service providers to get 100% coverage for lab tests, X-rays, and high-cost imaging

Site-of-Service (SOS) providers give you 100% coverage with a \$0 copay. Your plan will cover only 80% of the cost when you get these services from other providers.

- Call the Enhanced Member Service Unit at 1-800-922-2232 to learn more.

Find support for mental health issues

If you or a family member needs mental health or substance use care or treatment, we have specialists and designated programs that can help and/or direct you to the type of care that you need.

- Call an Anthem Behavioral Health Care Manager at 1-888-605-0580.
- Visit anthem.com/statect.

See a doctor, psychologist or therapist from home or work with LiveHealth Online

With LiveHealth Online you can see a board-certified doctor on your smartphone, tablet or computer with a webcam. Doctors can assess your health, provide treatment options and send a prescription to the pharmacy of your choice, if needed.² If you're feeling stressed, worried or having a tough time, you can see a licensed psychologist or therapist through LiveHealth Online Psychology. It's private and in most cases you can see a therapist within 4 days or less.³

- Learn more and enroll at livehealthonline.com or use the free mobile app.

How to find care right away when it's not an emergency

The emergency room shouldn't be your first stop — unless it's a true emergency (then, call 911 or go to the ER). Depending on the situation, there are different types of providers you can see if your doctor isn't available.

- Visit a walk-in doctor's office, retail health clinic or urgent care center.
- Have a video visit with a doctor through LiveHealth Online.
- Call 24/7 NurseLine at 1-800-711-5947 to speak with a nurse about symptoms or get help finding the right care.

Get access to care wherever you go

If you travel out of Connecticut, but are in the U.S., you have access to doctors and hospitals across the country with the BlueCard® program. If you travel out of the U.S., you have access to providers in nearly 200 countries with the Blue Cross and Blue Shield Global Core® program.

- Call 1-800-810-BLUE (2583) to learn more about both programs. If you're outside the U.S., call collect at 1-804-673-1177.³

It's easy to manage your benefits online and on the go

- Find a doctor, check your claims and compare costs for care near you at anthem.com/statect.
- Use our free mobile app (search "Anthem Blue Cross and Blue Shield" at the App Store® or Google Play™) for benefit information and to show your ID card, get directions to a doctor or urgent care center and much more

Customer service helps you get answers and much more

The State of Connecticut Enhanced Member Service Unit can give you information on benefits, wellness programs and services and everything mentioned in this flier.

- Call them at 1-800-922-2232.
- Visit anthem.com/statect.



¹ Designated as Tier 1 in our Find a Doctor tool. Eligible specialties include allergy and immunology, cardiology, endocrinology, ear nose and throat (ENT), gastroenterology, OB/GYN, ophthalmology, orthopedic surgery, rheumatology and urology.

² Prescription availability is defined by physician judgment and state regulations.

³ Appointments subject to availability of therapist.

⁴ Blue Cross Blue Shield Association website: Coverage Home and Away (accessed March 2019): bcbs.com/already-a-member/coverage-home-and-away.html.

LiveHealth Online is the trade name of Health Management Corporation, a separate company, providing telehealth services on behalf

of Anthem Blue Cross and Blue Shield. Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. Independent

licensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc. 59142CTMENABS Rev. 03/19



PRESCRIPTION DRUGS	Maintenance+ (31-to-90-day supply)	Non-Maintenance (up to 30-day supply)	HEP Chronic Conditions
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200 Family		

+ Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

** Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

Preferred and Non-Preferred Brand-Name Drugs

A drug’s tier placement is determined by Caremark’s Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at www.osc.ct.gov/ctpartner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark’s Coverage Exception Request form and it is approved. (It is not enough for your doctor to note “dispense as written” on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State’s Maintenance Drug Network (see the list of participating pharmacies on the Comptroller’s website at www.osc.ct.gov).

The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2022 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0 - 5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 5 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	N/A	1 screening between age 45-49	As recommended by physician
Cervical Cancer Screening	N/A	N/A	Pap smear every 3 years (21+)	Pap smear every 3 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	40-44: N/A 45+: Colonoscopy every 10 years, Annual FIT/FOBT to age 75 or Cologuard screening every 3 years	



The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.

Additional Requirements for Those With Certain Conditions

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

If You Do Not Comply with the requirements of HEP

If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per month higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.

Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit www.cthep.com to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Access a library of health information and articles
- Set and track personal health goals
- Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

Care Management Solutions

(877) 687-1448 Monday – Thursday, 8:00 a.m. – 6:00 p.m. Friday, 8:00 a.m. – 5:00 p.m.

Office of the State Comptroller, Healthcare Policy & Benefit Services Division

www.osc.ct.gov/ctpartner
860-702-3560

Anthem Blue Cross and Blue Shield

www.anthem.com/staect
Enhanced Dedicated Member Services: **1-800-922-2232**

Caremark (Prescription drug benefits)

www.caremark.com
1-800-318-2572

CIGNA (Dental and Vision Rider benefits)

www.cigna.com/stateofct
1-800-244-6224

*Health Enhancement Program (HEP) Care Management Solutions
(an affiliate of ConnectiCare)*

www.cthep.com
1-877-687-1448

For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

Cigna Dental Benefit Summary
West Hartford Public Schools - Preferred
Plan Renewal Date: 07/01/2022



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. **Your DPPO plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.**

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 & V 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 Sealants: per tooth Restorative: fillings (amalgam & composite) Periodontics: minor and major 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	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 outside of the designated open enrollment period. 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 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*	The Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with certain medical conditions. There is no additional charge to participate in the program. Those who qualify can receive reimbursement of their coinsurance for eligible dental services. Eligible customers can also receive guidance on behavioral issues related to oral health. Reimbursements under this program are not subject to the annual deductible, but will be applied to the plan annual maximum. For more information on how to enroll in this program and a complete list of terms and eligible 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/Exams	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	2 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:	
<ul style="list-style-type: none"> • 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; • Implants: implants or implant related services; • Procedures, appliances or restorations, except full dentures, whose main purpose is to change the vertical dimension, diagnose or treat conditions of dysfunction of the temporomandibular joint (TMJ), stabilize periodontally involved teeth or restore occlusion; • Athletic mouth guards; • Services performed primarily for cosmetic reasons; • Personalization or decoration of any dental device or dental work; • Replacement of an appliance per benefit guidelines; • Services that are deemed to be medical in nature; • Services and supplies received from a hospital; • Drugs: prescription drugs; • Charges in excess of the Maximum Allowable Charge.. 	

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

Product availability may vary by location and plan type and is subject to change. All group dental insurance policies and dental benefit plans contain exclusions and limitations. For costs and details of coverage, review your plan documents or contact a Cigna representative.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company (CHLIC), Connecticut General Life Insurance Company, and Cigna Dental Health, Inc.

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Cigna Dental Benefit Summary
West Hartford Public Schools - Premier
Plan Renewal Date: 07/01/2022



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. **Your DPPO plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.**

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 Charges	
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	60% After Deductible	40% After Deductible	60% After Deductible	40% After Deductible
Class VI: Periodontics Periodontics: minor and major 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 outside of the designated open enrollment period. 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 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*	The Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with certain medical conditions. There is no additional charge to participate in the program. Those who qualify can receive reimbursement of their coinsurance for eligible dental services. Eligible customers can also receive guidance on behavioral issues related to oral health. Reimbursements under this program are not subject to the annual deductible, but will be applied to the plan annual maximum. For more information on how to enroll in this program and a complete list of terms and eligible 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/Exams	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	2 per calendar year for children under age 19.
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months for children under age 16.
Space Maintainers	Limited to non-orthodontic treatment for children under age 19.
Inlays, Crowns, Bridges, Dentures and Partials	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once.
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation.
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Benefit Exclusions:	
Covered Expenses will not include, and no payment will be made for the following:	
<ul style="list-style-type: none"> • 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; • Implants: implants or implant related services; • Athletic mouth guards; • Services performed primarily for cosmetic reasons; • Personalization or decoration of any dental device or dental work; • 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. Product availability may vary by location and plan type and is subject to change. All group dental insurance policies and dental benefit plans contain exclusions and limitations. For costs and details of coverage, review your plan documents or contact a Cigna representative. All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company (CHLIC), Connecticut General Life Insurance Company, and Cigna Dental Health, Inc.

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