

**AGREEMENT BETWEEN THE
SEYMOUR BOARD OF EDUCATION
AND THE**



**SEYMOUR BOE SECRETARIES
UPSEU, LOCAL 424 - Unit 125**

JULY 1, 2025

to

JUNE 30, 2028

Table of Contents

PREAMBLE 1
ARTICLE I - RECOGNITION..... 1
ARTICLE II - BOARD RIGHTS, RESPONSIBILITIES AND PREROGATIVES 1
ARTICLE III - WORK YEAR AND VACATIONS..... 2
ARTICLE IV - WORKDAY 2
ARTICLE V - LEAVES 2
 1. Sick Leave..... 2
 2. Personal Leave..... 3
 3. Death Leave 3
 4. Jury Duty..... 3
ARTICLE VI - BENEFITS 4
ARTICLE VII - HOLIDAYS 8
ARTICLE VIII - SENIORITY, LAYOFF, RE-CALL - VACANCIES, TRANSFERS 9
ARTICLE IX - SEVERANCE PAY..... 10
ARTICLE X - GRIEVANCE PROCEDURE..... 11
ARTICLE XI - UNION MEETING ON SCHOOL PROPERTY 13
ARTICLE XII - NON-DISCRIMINATION..... 13
ARTICLE XIII - NO STRIKE..... 13
ARTICLE XIV - DUES CHECK-OFF/NEW EMPLOYEES 13
ARTICLE XV - DISMISSAL/DISCIPLINARY ACTION..... 14
ARTICLE XVI - PROBATIONARY PERIOD..... 14
ARTICLE XVII - OVERTIME AND PAY..... 14
ARTICLE XVIII - WEATHER CONDITIONS..... 15
ARTICLE XIX - GENERAL..... 15
ARTICLE XX - DURATION..... 16
APPENDIX A..... 17
APPENDIX B 18
APPENDIX C SUMMARY OF HEALTH BENEFITS..... 19
ATTACHMENT D SUMMARY OF FLEX DENTAL BENEFITS 29

PREAMBLE

This Agreement entered into by the Seymour Board of Education (hereinafter referred to as the Board), and the United Public Service Employees Union, Local 424 (hereinafter referred to as the UPSEU), has as its purpose the promotion of harmonious relations between the Board and the UPSEU; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I - RECOGNITION

The Board recognizes UPSEU, for the purposes of negotiation, as the exclusive representative of all School Secretaries employed twenty (20) hours or more per week pursuant to an agreement between the Board and the UPSEU for the purpose of hours, wages, and working conditions. The job classification of Administrative Assistant at the Board of Education Central Office shall be excluded from UPSEU and shall not exceed two (2) positions.

All bargaining unit employees are directly responsible to their administrators.

ARTICLE II - BOARD RIGHTS, RESPONSIBILITIES AND PREROGATIVES

The exclusive functions and rights of the Board include, but are not restricted to, the right to: direct the operation of the public schools in the system in all aspects; select and employ new personnel; manage the school system and the direction of its work force; determine methods and levels for financing and budget allocation; provide, when necessary, for the transportation of students; designate the schools to be attended by the children in the system; establish the number of schools to be utilized by the system; maintain good public elementary and secondary schools and provide such other educational activities as in its judgment will best serve the interests of the system to give the children of the system as nearly equal advantages as may be practicable; maintain and operate buildings, lands, apparatus and other property used for school purposes; decide the textbooks and/or technology in place thereof to be used; make rules for the arrangement, use and safekeeping of the school libraries and to approve the books materials or media selected therefore; prepare and submit budgets and, in its sole discretion, expend monies appropriated to the Board for the maintenance and operation of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable; determine, and from time to time redetermine, the number of Board personnel and the methods and materials to be employed; select and determine the qualifications of employees required to promote the efficient operation of the school system; distribute work to employees in accordance with the job content and job requirements determined, and from time to time redetermined, by the Board; establish assignments for employees; determine the procedures for promotion of employees; create, enforce and, from time to time, change rules and regulations concerning discipline of employees; discipline, suspend or discharge employees for just cause; and, otherwise take such measures as the Board may determine to be necessary to promote the orderly, efficient and safe operation of the school system. The Board shall not, however, exercise any of the rights listed herein in a manner that contravenes an express provision of this Agreement.

These rights, responsibilities and prerogatives are subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such right, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

ARTICLE III - WORK YEAR AND VACATIONS

All full-time secretaries shall work a 52-week year with the following paid vacation schedule:

1. After completion of six (6) months of service from the date of hire, an employee will receive one (1) week of paid vacation.
2. After completion of one (1) year of service from date of hire, an employee will receive two (2) weeks paid vacation.
3. After completion of three (3) years of service from date of hire, an employee will receive three (3) weeks paid vacation.
4. After completion of five (5) years of service from date of hire, an employee will receive four (4) weeks paid vacation.
5. After completion of ten (10) years of service from date of hire, an employee will receive five (5) weeks paid vacation.

Vacations may be taken any time during the contract year, which is defined as July 1 to June 30, except no vacation time may be taken on any day during either the five (5) working days prior to the commencement of the school year or the five (5) working days subsequent to the last day of the school year, unless specifically granted in writing by the Superintendent or his/her designee.

6. Upon request and at the Superintendent's discretion, a maximum of five (5) vacation days may be carried over from the previous year into the subsequent year.

ARTICLE IV - WORKDAY

The workday will consist of 7-¹/₂ hours when school is in session, exclusive of a 1/2-hour unpaid lunch break, for a total of eight (8) hours. When school is not in session, at the discretion of the Superintendent or his/her designee, the workday may be reduced to five (5) hours per day paid as full workday, with no lunch period.

ARTICLE V - LEAVES

1. **Sick Leave:** Fifteen (15) days sick leave, with full pay, shall be granted each year as of July 1st, accumulative to 180 days.

Secretaries hired during the course of the year will have the number of days pro-rated from their date of hire to July 1st.

Sick leave is to be used for the purpose of compensating an employee who is unable to attend to the duties of his/her position due to illness or physical incapacity, which includes but is not limited to temporary disability caused by pregnancy, childbirth and recovery there from. An employee may use up to five (5) days of the fifteen (15) days of sick leave per year to provide care for the illness of a family member, or a member of the employee's household.

Secretaries who have been absent due to illness or physical incapacity for a period of five (5) consecutive working days or more may be required to submit a doctor's certificate of fitness to return to work before resuming their duties.

2. **Personal Leave:** Three (3) personal leave days, with full pay, shall be granted each year as of July 1st and must be approved by the Superintendent or his/her designee. Reasonable notice shall be provided in advance of use of the day(s). Personal leave days shall not be cumulative.

Secretaries hired during the course of the year will have the number of days pro-rated from their date of hire to July 1st.

3. **Bereavement Leave:** In the event of a death occurring in the immediate family of an employee, no deduction in salary will be made for absence up to, but not exceeding, five (5) working days. Immediate family shall be defined as spouse, child, stepchild, grandchild, parent, in-laws or siblings, or anyone in the employee's household.
4. **Jury Duty:** An employee who receives a jury duty notification indicating that the employee's name has been placed on a list of prospective jurors shall notify the Superintendent or his/her designee of this fact within five (5) workdays of receipt of notification. Absences for jury duty will not be charged against the three (3) personal days.

During the period of jury duty, secretaries shall continue to receive their full salary. After the fifth day of jury duty, the employee shall receive full salary less all compensation paid to the employee for jury service.

Secretaries called to jury duty are to report to their schools on scheduled workdays if their presence in Court is not required.

Secretaries must provide to the Superintendent or his/her designee documentation of days served on jury duty.

5. The Board shall provide an individual up-to-date Sick Leave / Personal Leave listing to each employee as of September 1st each year. The listing shall be provided no later than September 15th.

6. New employees in the bargaining unit may carry over up to fifty (50) sick days accrued while the employee was in another bargaining unit within the District, which shall not be paid out on separation regardless of hire date.

ARTICLE VI - BENEFITS

- 6.1 **High Deductible Health Plan (“HDHP”) with Health Savings Account (“HSA”) Plan (“HDHP/HSA”)** for eligible employees and their dependents.

The Board will provide a HDHP/HSA which shall have a shared annual deductible of \$2,250 individual and \$4,500 family for in-network and out of network services. The combined in-network out-of-pocket annual maximum shall be \$5,250 for individual coverage and \$6,850 for family coverage. The combined out-of-network out-of-pocket annual maximum shall be \$5,250 for individual coverage and \$10,500 for family coverage. Once the deductible is met, the plan will pay 100% for in-network services. Out-of-network services shall be subject to an 80%/20% coinsurance.

Prescription co-pays of \$5 for generic drugs, \$25 for listed brand name drugs, and \$40 for non-listed brand name drugs made after the annual deductible is satisfied will count towards the out-of-pocket maximum. A summary listing of benefits is provided in Appendix C.

A HSA shall be established by the Board for each eligible employee who participates in the HDHP/HSA. The Board shall contribute by direct deposit to the eligible employee's HSA a portion of the in-network annual deductible based on the following percentages and schedules:

July 1, 2022 to June 30, 2025 30% full amount paid in July

Eligible employees will pay the following percentages of premium during this Agreement:

July 1, 2022 to June 30, 2023 11.0%

July 1, 2023 to June 30, 2024 11.5%

July 1, 2024 to June 30, 2025 12.0%

The plan year for the HDHP/HSA shall be July 1st through June 30th.

The Board shall provide a Health Reimbursement Account (HRA) on the same terms, to include any agreed-upon Board contributions to the annual deductible, as the Health Savings Account (HSA) for those Secretaries not legally eligible for a HSA, with an unlimited roll on the HRA balance, not to exceed the total value of the HDHP deductible for that class of insurance.

- 6.2 When a generic equivalent is available and eligible employees obtain a listed or non-listed brand name drug, they will be responsible for the applicable co-payment plus the difference in cost between the generic and brand name drug. This provision applies regardless of whether the physician indicates *dispense as written* or *no substitution* on the prescription,

unless the physician obtains Prior Authorization. When Prior Authorization is obtained, eligible employees will be responsible only for the applicable brand name co-payment.

Prescription benefits are limited to no more than a thirty (30) day supply for covered drugs purchased at a retail pharmacy, and no more than a ninety (90) day supply for covered drugs purchased by mail order. There may be concurrent review for manufacturer's dosage limits and drug interactions.

Prescriptions may be filled up to 30 days with one co-payment at retail or a 31 to 90-day supply with two co-payments by mail order. Experimental drugs for cancer treatment undergoing clinical trials are covered, while other drugs require FDA approval.

- 6.3 A. Section 125 Plan - Payments for premium costs 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 so that health insurance contributions may be made from pre-tax dollars.
- B. 1. Eligible employees participating in the HDHP/HSA will be allowed to deposit monies into a flexible spending account ("FSA") under Section 125 of the Internal Revenue Code, for the purpose of dependent care only. These monies may be expended for dependent care under Section 129 of the Internal Revenue Code. Eligible employees may also contribute voluntarily additional dollars to their account under the 125, 129, and 105(h) sections of the Internal Revenue Code.
2. The Board's cost for the FSA will not exceed \$800.00 for start-up, \$250.00 for annual renewal and \$5.00 per participant each month. Any additional cost associated with the FSA will be borne by all the participants in the plan.
- 6.4 The Board will provide the Flexible Dental Program to eligible employees and eligible dependents, subject to the premium co-pays set forth above. A summary listing of benefits is provided in Appendix N.
- 6.5 The Board reserves the right to change insurance carriers provided such change shall result in comparable benefits and coverage with no increase in deductibles for secretaries and their dependents and that such change should be preceded by sixty (60) day notice to the President of the UPSEU.
- 6.6 Connecticut Partnership Plan
- 1) Effective July 1, 2025 all eligible employees, eligible dependents and eligible retirees will participate in the Connecticut State Partnership Plan 2.0 (SPP) for health benefits in lieu of the health benefits set forth in Article 6 Section 6.1. The administration of the SPP, including open enrollment, beneficiary eligibility and changes and other administration provision shall be as established by the SPP.
- 2) The premium rates shall be set by the SPP.

- 3) The percentage share of such premium cost shall be as follows:
- 7/1/25 – 12%
 - 7/1/26 – 13%
 - 7/1/27 – 14%
- 4) The SPP contains a Health Enhancement Plan (HEP) component. All eligible employees, eligible dependents and eligible retirees 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 \$1,400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee/dependent/ retiree. No portion or percentage shall be paid by the Board of Education. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1,400 annual deductible shall be implemented through claims administration.
- 5) In the event any of the following occur, the Board of Education may reopen negotiations 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 further modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost to the Board of Education or to members of Seymour BOE Secretaries Union of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share; and/or
 - ii) If Conn. Gen. Stat. Section 3-123rr et seq. is amended in a way that substantially affects the operation of the SPP to the detriment of the parties, or if there are any changes to the administration of the SPP that negatively affects the parties, or if additional fees and/or charges for the SPP are imposed so as to affect the Board of Education or members of the Seymour BOE Secretaries Union, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share; and/or
- 6) In any negotiations triggered under the above, as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the United Healthcare High Deductible Health Plan with Health Savings Account set forth in the Current Agreement 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.

6.7 Health Benefits Buyout

- A. Any secretary hired prior to September 1, 2010 may, from school year to school year, elect to waive health benefits and, in lieu thereof, receive 40% of the plan cost up to a maximum of \$6,750.00. Secretaries who elect to make such waiver must notify the Board in writing that he/she is canceling his/her participation and coverage and the participation and coverage of his/her dependents in the insurance plans. The employee can exercise this option only once during the course of a given school year and must waive insurance coverage each school year in order to receive the premium refund. The Board shall make payment to those who waive insurance coverage as set forth above in the following manner:

$\frac{1}{2}$ the waiver payment in the first pay period in December;

$\frac{1}{2}$ the waiver payment in the first pay period in June.

- B. During the period of insurance waiver, an employee who has waived insurance coverage shall be reinstated to the insurance program provided their request is in writing to the Board, and is for a substantial reason such as, but not limited to, the death of a spouse, divorce and in other instances where insurance coverage not provided by the Seymour Board but available to the employee is lost. Prior to reinstatement, the employee shall reimburse the Board the appropriate pro rate portion of the 40% premium refund or shall effect repayment by means of authorized payroll deduction. Reinstatement shall be in accordance with the regulations of the carriers which may mean, in some cases, that coverage might be delayed for up to one calendar quarter.

6.8 Retirement

- A. All eligible employees will remain on the current retirement plan known as Plan B, Connecticut Municipal Employees Retirement Plan.
- B. If an employee has at least ten (10) years of continuous service in the Seymour Public Schools at the time of retirement under the MERF plan, the employee may elect to continue his/her participation in the health/dental insurance program for active bargaining unit employees for the retired employee and his/her spouse. The cost of the health/dental insurance will be paid to the Board by the employee at the

prevailing group rates. This benefit will terminate when the retired employee reaches the age of qualification for Medicare.

- C. If an employee, who has twenty-five (25) years of service as of July 1, 2016, has at least thirty (30) years of continuous service in the Seymour Public Schools at the time of retirement under the MERF plan, the employee may elect to continue their participation in all health/dental insurance in effect at the time of retirement for the retired employee and their spouse. The cost of the health/dental insurance will be paid by the Board. This benefit will terminate when the retired employee reaches the age of qualification for Medicare.

If an employee, who does not have twenty-five (25) years of service as of July 1, 2016, has at least thirty (30) years of continuous service in the Seymour Public Schools at the time of retirement under the MERF plan, the employee may elect to continue their participation in all health/dental insurance in effect at the time of retirement for the retired employee and their spouse. The cost of the health/dental insurance will be shared by the Board and the retired employee based on the premium share provisions for active employees. This benefit will terminate when the retired employee reaches the age of qualification for Medicare.

When the employee with at least thirty (30) years of continuous service reaches the age of qualification for Medicare,, the Board will pay the cost for the BC/BS high option/Plan 82 Medicare supplement for the retired employee and their spouse. This benefit will terminate upon the death of the retired employee, provided that his/her spouse is eligible for Medicare. Once the surviving spouse is eligible for Medicare, such benefit shall cease.

A payment of \$2,000 will be made to the employee retiring after thirty (30) years continuous service if the employee does not elect to continue the health/dental insurance coverage in effect at the time of retirement.

6.9 Life Insurance

Secretaries will be provided with group term life insurance coverage (subject to insurance carrier age restrictions) in the amount of \$75,000 with the full premium paid by the Board. This benefit will terminate upon the employee's cessation of employment with the Board

ARTICLE VII - HOLIDAYS

The following shall be considered non-working paid holidays for the secretarial staff:

Labor Day	Presidents' Day
Columbus Day	Veteran's Day
Good Friday	Memorial Day
Thanksgiving Day	Independence Day
Day After Thanksgiving	Floating Holiday
Martin Luther King Day	

The Holiday/Christmas recess shall also be considered a non-working, paid period for the secretarial staff, with no reduction in hourly wages.

When school is dismissed early on the day before a scheduled holiday, secretaries may leave 1/2 hour after the dismissal of students with no loss of regular wages.

If any of the above holidays are not observed as a school holiday, the secretarial staff will be granted a floating holiday in lieu of the scheduled holiday with no loss of regular wages.

Members will receive Juneteenth as a paid holiday in the event that the Board of Education ever votes to approve the day as a holiday for the District.

ARTICLE VIII - SENIORITY, LAYOFF, RE-CALL - VACANCIES, TRANSFERS

A. Notice of Vacancies:

Notice of vacancies and/or new positions shall be posted in all schools for ten (10) working days prior to public announcement. The notice shall include the job classification, the job requirements as detailed in the current job description in order to qualify, and the date by which the application must be filed.

B. Transfers:

1. Bargaining unit members who wish to apply for a vacancy or to transfer to another position shall file a written statement of such desire with the Superintendent or his/her designee within the time limit provided.
2. When a position becomes available, present employees will be given the opportunity to transfer to the open position first before hiring from the outside to fill a vacant position provided the employee is qualified to do the job in the opinion of the administration.
3. Where two members apply for the transfer, the position shall be filled by the person with the greatest seniority, provided both persons are qualified to do the job in the opinion of the administration.
4. In the event that a bargaining unit employee is denied a transfer, the employee will be notified, in writing, of the reason, or reasons, for such denial by his/her Administrator making such decisions.
5. The opinion of the administration as it applies to Article VIII, paragraph B, items #2, #3 and the contents of the letter as set forth in item #4, are not grievable.

C. Seniority:

1. A Seniority listing as of October 1st will be posted each year by October 15th and a copy shall be provided to the President of the Secretaries' Union and UPSEU Representative.
2. Seniority is defined as the employee's continuing and uninterrupted length of in the bargaining unit full-time service to the Board from the employee's date of hire.
3. Any objection to the seniority list shall be reported to the Superintendent within ten (10) working days of the posting of the Seniority Listing. Any bona fide errors will be remedied.

D. Lay-off and Recall:

1. Lay-off of employees will be with the least senior laid off first.
2. Recall of employees will be with the most senior recalled first. Employees shall have recall rights for two (2) years from date of lay-off.
3. Any person being recalled as a result of lay-off shall retain previous seniority.
4. Notice of recall will be sent by certified mail to the last address and email provided to the Board by the employee.
5. In the event an employee refuses to return to work when recalled, or fails to respond to an offer of recall within five (5) days from the date of receipt of the notice of recall, his/her seniority will be considered lost and he/she will no longer be considered eligible for recall.
6. Any employee subject to layoff will be notified in writing at least three (3) weeks prior to any layoff and shall also have an opportunity to meet with the Superintendent of Schools or his/her designee with Union representation.

ARTICLE IX - SEVERANCE PAY

- 9.1 Upon retirement under the terms of the MERF plan, employees with less than twenty-five (25) years of continuous service shall receive a one-time payment of fifty (50%) of their accumulated sick leave.

Upon retirement under the terms of the MERF plan, employees with twenty-five (25) or more years of continuous service shall receive a one-time payment of seventy-five percent (75%) of their accumulated sick leave.

- 9.2 Upon lay-off by the Board, employees with ten (10) or more years of continuous service shall receive a one-time payment of twenty-five (25%) of their accumulated sick leave.
- 9.3 No employee hired after September 1, 2007 shall be eligible for the severance and lay off benefits noted in sections 9.1 and 9.2 above.

ARTICLE X - GRIEVANCE PROCEDURE

10.1 The purpose of this grievance procedure shall be to maintain cooperation and understanding between the UPSEU and the Board to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the conditions of employment of employees. In instances where friction and misunderstanding may arise, the grievance procedure should be applied to alleviate the situation as quickly as possible with as few steps as possible and with the greatest possible satisfaction to all parties concerned. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of procedure. Nothing in this contract shall be construed as limiting the right of any employee having a grievance or problem to discuss the matter informally with the Administrator for referral to the Superintendent or his/her designee and the Board.

10.2 A grievance is hereby defined as any dispute between the Board and UPSEU concerning the interpretation or application of a specific term of this Agreement.

10.3 It is understood that employees shall, during and notwithstanding the pendency of any grievances, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

Formal grievance procedure can begin only after the employee has first attempted to resolve his dissatisfaction with the building administrator on an informal basis and has presented to the building administrator a written statement describing the grievance and a solution requested.

An employee must submit a written statement on a designated UPSEU grievance form within fifteen (15) working days of the incident on which the grievance is based. A grievance once formally submitted to this procedure shall be terminated either by agreement of the parties concerned or by failure of the grievant or the UPSEU to refer the grievance to the next level within the specified time limit (or longer time if an extension is mutually agreed upon in writing).

10.4 The following steps are agreed to for formally settling properly established grievances. The time limits may be extended only by mutual written agreement.

10.4.1 First - Building Administrator

- a. Employee presents a written statement of the grievance to the Building Administrator within fifteen (15) days of the event giving rise to the grievance.
- b. The Building Administrator shall meet with the employee within five (5) days of receipt by the Building Administrator of (a).
- c. The Building Administrator shall give a written decision to the employee within five (5) days of the meeting of (b).

10.4.2 Second - Superintendent

- a. The employee files a request for appeal to the Superintendent or his/her designee with the Building Administrator within fifteen (15) days of the receipt of the decision of 3.4.1 (c) by the employee.
- b. The Administrator and the Superintendent or his/her designee meet with the employee within twenty (20) days of receipt of the request of (a) by the Building Administrator.
- c. The Superintendent or his/her designee gives a written decision to the employee within ten (10) days of the meeting of (b).

10.4.3 **Third - Mediation**

If the grievant is not satisfied with the decision at Level Three, the UPSEU may request the services of the Connecticut State Board of Mediation to act as mediator of the grievance. Any request for mediation must be in writing and must be filed with the State Board within ten (10) days of receipt of the decision under Level Three. The mediator's role shall be strictly advisory, and neither party shall be obligated to accept any opinion or recommendation of the mediator.

10.4.4 **Fourth - Arbitration**

- a. When mediation does not resolve the issue satisfactorily, any party may opt for Arbitration. UPSEU shall provide notice of intent to request Arbitration within eleven (11) days from the date of receipt of the Mediator's decision.
- b. The UPSEU and the Board Chairman sign an agreement designating an arbitrator within ten (10) days of receipt by the Superintendent or his/her designee of the notice of (a). If they are unable to agree on an arbitrator during this time period, either may contact the American Arbitration Association to appoint an arbitrator.

- c. The arbitrator reviews the record, holds hearing, receives statements, and then renders to all parties, his findings with reasons therefor. The arbitrator shall be encouraged to complete this action within twenty (20) days of his/her designation as arbitrator. The fees and expense charges by the arbitrator shall be shared equally by the UPSEU and the Board.
- d. The arbitrator selected shall limit himself to the issues submitted and shall consider nothing else. He can add nothing to or subtract anything from this Agreement between the parties.
- e. The decision of the arbitrator shall be binding upon the parties and all employees during the life of this Agreement unless the same is contrary to law.

ARTICLE XI - UNION MEETING ON SCHOOL PROPERTY

Upon approval of the Superintendent or his/her designee, after request at least twenty-four (24) hours in advance, the UPSEU may call meetings in each school before or after school or during the lunch hour whenever necessary, provided such meetings do not conflict with other scheduled activities.

ARTICLE XII - NON-DISCRIMINATION

There shall be no reprisals of any kind taken against any employee by reason of his membership in a professional organization or participation in its activities.

All provisions of this Agreement shall apply equally to all employees without discrimination in regard to political or labor organization affiliation, age, race, creed, color, religion, national origin, sex, marital status or physical disability. Any alleged violations of Article XII of this Agreement shall not be subject to the grievance and arbitration language set forth in Article X.

ARTICLE XIII - NO STRIKE

The UPSEU agrees it will not authorize, instigate, sanction or condone any strike, work stoppage, concerted refusal to render services or interference with the orderly operation of the Board at any time. Any employee who engages in such activity shall be subject to disciplinary action, up to and including discharge.

ARTICLE XIV - DUES CHECK-OFF/NEW EMPLOYEES

- 14.1 During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the UPSEU.
- 14.2 UPSEU dues shall be deducted by the Board from the paycheck of each employee who signs and remits to the Board an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

- 14.3 The amount of dues deducted under this Article, together with a list of employees, shall be remitted to UPSEU in the month in which such deductions are made together with a list of employees and their addresses for whom any such deductions are made.
- 14.4 The UPSEU shall indemnify the Board for any liability or damages incurred by the Employer in compliance with this Article.
- 14.5 Within ten (10) days of hire, the Board shall provide the Union with the employee's 1) full name; 2) work classification; 3) work location/department; 4) rate of pay; 5) work email address; 6) employee mailing address; 7) work telephone; and 8) hire date.
- 14.6 The Union shall be provided an opportunity to meet with new employee during the course of any employment orientation program for new employee. Where such an orientation program does not exist, the Union shall be provided an opportunity to meet with new employees during the first month of a new hires' appointment either on employee's time, or for such new employees who have a paid lunch, at a convenient time during the workday, but shall not exceed thirty (30) minutes.

ARTICLE XV - DISMISSAL/DISCIPLINARY ACTION

All disciplinary action will be for just cause.

ARTICLE XVI - PROBATIONARY PERIOD

There shall be a probationary period of sixty (60) working days before the position is permanently filled. During a new employee's probationary period, no layoff, suspension, discipline or discharge shall be construed as a violation of any of the provisions of this Agreement or cause for or subject to the grievance and arbitration procedure as provided in Article X. In the event that an employee is absent from work during his/her probationary period, the employee's probationary period shall be extended for each day the employee was absent from work.

ARTICLE XVII - OVERTIME AND PAY

- 17.1 Employees shall be paid by direct deposit bi-weekly on Fridays.
- 17.2 The Board agrees to provide "Electronic Money Transfer (s)" in the following capacities:
- a. It will be mandatory for all employees to request, in writing, for the Board to credit to such employee's account all salary and wages in any bank which has agreed with the Board to directly accept such wage deposits.
 - b. To transmit monies to agents of record each pay period.
- 17.3 Overtime must be approved in advance in writing by the Superintendent or his/her designee or verified in writing by the building/department administrator.

ARTICLE XVIII - WEATHER CONDITIONS

When schools are closed because of any emergency such as snow, ice or other hazardous conditions, school-based employees will be excused from work without loss of pay.

When school children are dismissed early because of an emergency such as snow, ice or other hazardous conditions, school based employees will be excused one-half hour after the children are dismissed without loss of pay, except one designated employee who will stay until all buses have completed their runs.

On late opening school days, the school-based employees are expected to make every effort to report to work and shall suffer no loss of pay or leave time, provided they report to work when school opens.

When a school-based employee is required to work when school is closed for any of the above reasons, he/she will be compensated as stated in Article XVII - Overtime.

With respect to non-school based employees, the above-noted language shall be applied at the discretion of the Superintendent or his/her designee.

ARTICLE XIX - GENERAL

- 19.1 Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof, directly specified in the decision. Upon issuance of a decision, the parties agree immediately to negotiate concerning a substitute for the invalidated article, section or portion thereof.
- 19.2 This Agreement shall be electronically accessible to all employees of the bargaining unit.
- 19.3 The UPSEU shall furnish the Board with a list of its officers and executive committee members and shall notify the Board as soon as possible, in writing, of any changes. Such notification shall be sent to the Superintendent. No officer or executive committee member shall be recognized by the Board until such written notification of the appointment shall be received by the Board from a duly authorized officer of the UPSEU.
- 19.4 The use of masculine or feminine pronouns in this Agreement shall apply to employees of either sex.
- 19.5 Any bargaining unit member who voluntarily leaves the employment of the Board shall give the Board two (2) weeks' notice whenever possible.

ARTICLE XX - DURATION

This Agreement contains the full and complete agreement between the Board and the UPSEU on all bargainable issues. The Agreement shall be binding upon the Board and the UPSEU for the period of three (3) years from and retroactive to the 1st day of July 2025 to and including the 30th day of June 2028.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this ____ day of _____, 2025.

By: Christine Ballew
UPSEU, Unit 125 President

11/7/2025
Date

By: _____
UPSEU President Keven E. Boyle, Jr.

Date

By: U42
Chairperson, Seymour Board of Education

11/7/2025
Date

Witness for Union

Dr. Susan Compton
Witness for BOE

Date

11/7/2025
Date

APPENDIX A

July 1, 2025 - June 30, 2028

All new hires shall be placed on step one and shall advance one step each contract year. All other current employees covered by this Agreement shall advance one step each contract year except those at maximum step, who shall move horizontally each contract year.

If an employee is hired after April 1st of the then current contract year, he/she will remain on the same salary step at the commencement of the ensuing contract year.

Any hours worked by an employee including at High School Graduation, between 37.5 and 40 hours will be paid at straight time. Any hours worked over 40 hours, will be paid at the overtime rate of 1 ½ times the regular hourly rate.

Secretaries

G.W.I.	2.95%	2.95%	2.95%
	7-1-25 to 6-30-26*	7-1-26 to 6-30-27	7-1-27 to 6-30-28
	Hourly Rate	Hourly Rate	Hourly Rate
Step One	\$24.36	\$25.08	\$25.82
Step Two	\$25.71	\$26.46	\$27.25
Step Three	\$27.42	\$28.22	\$29.06
Step Four	\$29.45	\$30.32	\$31.22
Step Five	\$30.18	\$31.08	\$31.99

Secretaries work year - 7.5 hours per day x 260 workdays per year = 1950 hours

*Retroactive to July 1, 2025

APPENDIX B

Section 1. Longevity shall be considered an added compensation to employed services to the Board. Longevity payments shall not affect the annual pay rate to which the employee is entitled. Said longevity payments shall be included in the employee's total earnings for the purpose of determining his/her pension benefits.

a. Longevity payments shall be as follows:

15 years of service but less than 20 years	20	\$200.00
years of service but less than 25 years	25 years	\$250.00
of service but less than 30 years	30 years of	\$300.00
service and thereafter		\$350.00

Section 2. Service shall be calculated from the first date an employee is assigned as a bargaining unit employee of the Board.

Section 3. The longevity payments prescribed by this article shall be included in the pay distributed on the first payday in September in each year. The parties specifically agree that there shall be no proration of longevity payments. The parties agree that an employee shall be deemed entitled to the longevity payment prescribed by this article as of the first day of the contract year in which he/she will attain, or does attain, the years of service noted in the schedule in Section 1, hereof.

Section 4. In the event of the death of an employee who is entitled to such longevity payments, said longevity payments shall be paid to his/her widow(er) or, in the event the employee is not survived by a widow(er), said longevity pay shall be paid to his/her dependent children.

Section 5. Only employees hired prior to July 1, 2016, will be eligible for longevity payments.

APPENDIX C
SUMMARY OF HEALTH BENEFITS

Your summary of benefits



Anthem Blue Cross and Blue Shield, Seymour BOE H S A
 Your Plan: Anthem Century Preferred PPO GHSA \$2250/\$4500 80/20% OON
 Your Network: Century Preferred Plan# 11 SECRETARIES

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Certificate of Insurance or Evidence of Coverage (EOC), the Certificate of Insurance or Evidence of Coverage (EOC), will prevail.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible <i>See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.</i>	\$2,250 person / \$4,500 family	
Out-of-Pocket Limit <i>When you meet your out-of-pocket limit, you will no longer have to pay cost-shares during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.</i>	\$5,250 person / \$6,850 family	\$5,250 person / \$10,500 family
Preventive care/screening/immunization <i>In-network preventive care is not subject to deductible, if your plan has a deductible. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.</i>	No charge	20% coinsurance after deductible is met
Doctor Home and Office Services Primary care visit to treat an injury or illness	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Specialist care visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Routine Prenatal Care	No Charge	20% coinsurance after deductible is met
Routine Postnatal Care	No Charge	20% coinsurance after deductible is met
Other practitioner visits: Retail health clinic	0% coinsurance after deductible is met	20% coinsurance after deductible is met
On-line Medical Visit <i>Live Health Online is the preferred telehealth solutions</i> www.livehealthonline.com	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Acupuncture <i>Covered</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Other services in an office: Allergy testing	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Chemo/radiation therapy	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Dialysis/Hemodialysis	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prescription drugs <i>For the drugs itself dispensed in the office thru infusion/injection.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Diagnostic Services		
Lab:		
Office	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Freestanding/Site-of-Service Lab	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
X-ray:		
Office	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Freestanding/Site-of-Service Radiology Center	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Advanced Diagnostic Imaging: <i>Imaging services include MRI, MRA, CAT, CTA, PET, and SPECT scans</i>		
Office	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Freestanding/Site-of-Service Radiology Center	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Emergency and Urgent Care		
Urgent Care	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Emergency Room Facility Services	0% coinsurance after deductible is met	Covered as In-Network
Emergency room doctor and other services	0% coinsurance after deductible is met	Covered as In-Network
Ambulance Transportation	0% coinsurance after deductible is met	Covered as In-Network
Outpatient Mental Health and Substance Use Disorder		
Doctor office visit and Online Visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Facility visit: Facility fees	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Doctor Services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Surgery		
Facility fees: Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Freestanding Surgical Center	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Doctor and other services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospital Stay (all Inpatient stays including Maternity, Mental/Behavioral Health, Substance Abuse, Infertility, Hospice and Human Organ and Tissue Transplant services):		
Facility fees (for example, room & board)	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Doctor and other services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Recovery & Rehabilitation		
Home health care <i>Coverage is limited to 200 visits per benefit period (80 of those visits can be Home Health Aide visits). Limit is combined In-Network and Non-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Rehabilitation services (for example, physical/speech/occupational therapy/chiropractic):		
Office <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient hospital <i>Coverage for rehabilitative and habilitative physical therapy, occupational therapy, chiropractic and speech therapy combined is limited to 50 visits per benefit period. Limit is combined across professional visits and outpatient facilities. Limit is combined In-Network and Non-Network</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Cardiac rehabilitation Office Outpatient hospital	0% coinsurance after deductible is met 0% coinsurance after deductible is met	20% coinsurance after deductible is met 20% coinsurance after deductible is met
Skilled nursing care (in a facility) <i>Coverage for In-Network Provider and Non-Network Provider combined is limited to 120 days per benefit period.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospice	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Durable Medical Equipment <i>Coverage for hearing aids is limited to 1 per ear every 2 years.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prosthetic Devices <i>Mandatory coverage of a wig if prescribed by a licensed oncologist for a patient who suffers hair loss as a result of chemotherapy. Member cost share for prosthetic arms, legs and microprocessors is 0% coinsurance after deductible when In-Network.</i>	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Pharmacy Deductible	Combined with medical deductible	Combined with medical deductible
Pharmacy Out of Pocket	Combined with medical out of pocket maximum	Combined with medical out of pocket maximum
Prescription Drug Coverage <i>National Drug List</i> <i>This product has a 30-day supply is available at a Retail Pharmacy. A 90 day supply is available through Home Delivery.</i>		
Tier 1 - Typically Generic <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	After deductible is met \$5 Copay retail \$5 Copay mail order	20% coinsurance after deductible (retail and home delivery).
Tier 2 - Typically Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	After deductible is met \$25 Copay retail \$50 Copay mail order	20% coinsurance after deductible (retail and home delivery).
Tier 3 - Typically Non-Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program).</i>	After deductible is met \$40 Copay retail \$80 Copay mail order	20% coinsurance after deductible (retail and home delivery).

Your summary of benefits

Notes:

- The family deductible and out-of-pocket maximum are non-embedded; the deductible can be met individually or accumulatively.
- Your coinsurance, copays and deductible count toward your out of pocket amount.
- For additional information on this plan, please visit sbc.anthem.com to obtain a "Summary of Benefit Coverage".
- If your plan includes out of network benefits, all services with calendar/plan year limits are combined both in and out of network.
- If your plan includes out of network benefits and you use a non-participating provider, you are responsible for any difference between the covered expense and the actual non-participating providers charge. When receiving care from providers out of network, members may be subject to balance billing in addition to any applicable copayments, coinsurance and/or deductible. This amount does not apply to the out of network out of pocket limit.

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. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

Questions: Visit us at www.anthem.com

Language Access Services:

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (844) 682-6553.

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على (844) 682-6553.

Armenian (հայերեն): Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (844) 682-6553:

Chinese(中文): 如果您對本文件有任何疑問, 您有權使用您的語言免費獲得協助和資訊。如需與譯員通話, 請致電 (844) 682-6553。

Farsi (فارسی): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه‌ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم فarsi، با شماره (844) 682-6553 تماس بگیرید.

French (Français): Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (844) 682-6553.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nespòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (844) 682-6553.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (844) 682-6553.

Japanese (日本語): この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。通訳と話すには、(844) 682-6553 にお電話ください。

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면 (844) 682-6553 로 문의하십시오.

Navajo (Diné): Dii naaltsos biki'ígíí łahgo bina'ídiłłidgo ná bohónéedzǎ dóó bee ahóót'i' f'áá ni nizaad k'ehj'í bee nít hodoonih f'áadoo bą́h'ílinígóó. Áta' halne'ígíí' ła' bich'i' hadeezdizh nínízingo ko'í' hodíłłnih (844) 682-6553.

Language Access Services:

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (844) 682-6553.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਬਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (844) 682-6553 ਤੇ ਕਾਲ ਕਰੋ।

Russian (Русский): Если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (844) 682-6553.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (844) 682-6553.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (844) 682-6553.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (844) 682-6553.

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1-800-537-7697) or online at <https://ocportal.hhs.gov/ocx/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocx/office/file/index.html>.

ATTACHMENT D
SUMMARY OF FLEX DENTAL BENEFITS

Summary of Benefits
 Anthem Dental Essential Choice PPO
 Seymour Town & Boe-Boe Plan
 Anthem Blue Cross and Blue Shield Dental Complete Network



WELCOME TO YOUR DENTAL PLAN!

Regular dental checkups can help find early warning signs of certain health problems, which means you can get the care you need to get healthy. So, don't skimp on your dental care, good oral care can mean better overall health!

Powerful and easily accessible member tools.

- **Ask a Hygienist:** Dental members can simply email their dental questions to a team of licensed dental professionals who in turn will respond in about 24 hours.
- **Dental Health Risk Assessment:** We want our dental members to better understand their oral health and their risk factors for tooth decay, gum disease and oral cancer. This easy to use online tool can help them do this.
- **Dental Care Cost Estimator:** In order to help our dental member better understand the cost of their dental care, we offer access to a user-friendly, web-based tool that provides estimates on common dental procedures and treatments when using a network dentist.
- **Mobile Capabilities:** With our latest mobile application, members can find a network dentist as well as view their claims. Our application is available for both Android and Apple phones.

Dentists in your plan network.

- You'll save money when you visit a dentist in your plan network because Anthem and the dentist have agreed on pricing for covered services. Dentists who are not in your plan network have not agreed to pricing, and may bill you for the difference between what Anthem pays them and what the dentist usually charges.
- To find a dentist by name or location, go to anthem.com or call dental customer service at the number listed on the back of your ID card.

Ready to use your dental benefits?

- Choose a dentist from the network
- Make an appointment
- Show the office staff your member ID card
- Pay any deductible or copay that is part of your plan

Need to contact us?

See the back of your ID card for how to call, write or email us.

Your dental benefits at a glance

The following benefit summary outlines how your dental plan works and provides you with a quick reference of your dental plan benefits. For complete coverage details, please refer to your policy.

	In-Network	Out-of-Network
Coverage Year	Contract Year	
Annual Benefit Maximum		
• Per insured person		
• Diagnostic & Preventive Services are applied to the Annual Benefit Maximum	\$1,500	\$1,500
Annual Maximum Carryover	No	No
Orthodontic Lifetime Benefit Maximum		
• Per eligible child	\$1,000	\$1,000
Annual Deductible		
• Per insured person	\$50	\$50
• Family maximum	3x single member deductible	3x single member deductible
Deductible Waived for Diagnostic/Preventive Services	Yes	Yes
Out-of-Network Reimbursement	85th percentile	

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. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

10/2020

Dental Services	In-Network Anthem Pays	Out-of-Network Anthem Pays	Waiting Period
Diagnostic & Preventive Services • Periodic dental exam o Limited to two per 12 months • Teeth cleaning (prophylaxis) o Limited to two per 12 months; combined with periodontal maintenance • Bitewing X-rays o Limited to two sets per 12 months • Full-Mouth or Panoramic X-rays o Limited to one per 36 months • Fluoride application o Limited to two per 12 months through age 18 • Sealant application o Limited to one per 60 months through age 18	100% coinsurance	100% coinsurance	No waiting period
Basic (Restorative) Services • Consultation (second opinion); only with X-rays and no other services o Limited to one per 12 months • Space maintainer insertion covered at Diagnostic/Preventive level o Limited to one per tooth space per lifetime through age 18 • Amalgam (silver-colored) filling o Limited to one per tooth surface per 24 months • Composite (tooth-colored) filling o Limited to one per tooth surface per 24 months; posterior (back) fillings not paid as an amalgam (silver-colored filling) • Brush biopsy (cancer test) o Limited to one per 12 months; all ages	80% coinsurance	80% coinsurance	No waiting period
Endodontics (Non-Surgical) • Root Canal (permanent teeth only) o Limited to one per tooth per lifetime	80% coinsurance	80% coinsurance	No waiting period
Endodontics (Surgical) • Apicoectomy and apexification o Limited to one per tooth per lifetime; permanent teeth only	80% coinsurance	80% coinsurance	No waiting period
Periodontics (Non-Surgical) • Periodontal maintenance o Limited to four per 12 months; combined with teeth cleanings • Scaling and root planning; when the tooth pocket has a depth of four millimeters or greater o Limited to one per quadrant per 24 months	80% coinsurance	80% coinsurance	No waiting period
Periodontics (Surgical) • Periodontal surgery (osseous, gingivectomy, graft procedures) o Limited to one per quadrant per 36 months	80% coinsurance	80% coinsurance	No waiting period
Oral Surgery (Simple) • Simple extraction o Limited to one per tooth per lifetime	80% coinsurance	80% coinsurance	No waiting period
Oral Surgery (Complex) • Surgical extraction o Limited to one per tooth per lifetime	80% coinsurance	80% coinsurance	No waiting period
Major (Restorative) Services • Crowns, onlays, veneers o Limited to one per tooth per 60 months	50% coinsurance	50% coinsurance	No waiting period
Prosthetics • Dentures and bridges o Limited to one per tooth/arch per 60 months • Implant placement o Not covered • Implant prosthodontics o Not covered	50% coinsurance	50% coinsurance	No waiting period
Repairs/Adjustments • Crown, denture, and bridge repairs o Limited to one per tooth per 12 months; not within 6 months of placement • Denture and bridge adjustments o Limited to two per tooth per 12 months; not within 6 months of placement	80% coinsurance	80% coinsurance	No waiting period

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. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

10/2020

Dental Services (continued)	In-Network Anthem Pays	Out-of-Network Anthem Pays	Waiting Period
Child Orthodontic Services o Through age 18	50% coinsurance	50% coinsurance	No waiting period
Temporomandibular Joint Disorder (TMJ) o X-rays, splints, and surgical procedures including arthroscopy and orthotic devices o Not covered	Not covered	Not covered	Not covered
Cosmetic Teeth Whitening o Not covered	Not covered	Not covered	Not covered

NOTE: Cosmetic benefits, such as teeth bleaching, in an insurance policy may have income tax implications for both employer groups and plan members. For example, the dollar value of the cosmetic benefit may be considered part of an individual's taxable income. For more information concerning the tax ramifications of cosmetic insurance benefits, please consult a legal or tax advisor.

Additional Services and Programs			
Anthem Whole Health Connection - Dental™ o For members with certain health conditions, additional dental benefits are available without a deductible or waiting periods. Eligible services are paid at 100% and won't reduce your coverage year annual maximum (if applicable)		Included	
Accidental Dental Injury Benefit o Provides members 100% coverage for accidental injuries to teeth up to the coverage year annual maximum (if applicable). No deductibles, member coinsurance, or waiting periods apply		Included	
Extension of Benefits o Following termination of coverage, members are provided up to 60 days to complete treatment started prior to their termination of coverage under the plan and eligible services will be covered		Included	
International Emergency Dental Program o Provides emergency dental benefits while working or traveling abroad from licensed, English-speaking dentists. Eligible covered services will be paid 100% with no deductibles, member coinsurance, or waiting periods and won't reduce the member coverage year annual maximum (if applicable)		Included	

Additional Limitations & Exclusions
Below is a partial listing of non-covered services under your dental plan. Please see your policy for a full list.

Services provided before or after the term of this coverage - Services received before your effective date or after your coverage ends, unless otherwise specified in the dental plan certificate

Orthodontics (unless included as part of your dental plan benefits) including orthodontic braces, appliances and all related services

Cosmetic dentistry (unless included as part of your dental plan benefits) provided by dentists solely for the purpose of improving the appearance of the tooth when tooth structure and function are satisfactory and no pathologic conditions (cavities) exist

Drugs and medications including intravenous conscious sedation, IV sedation and general anesthesia when performed with nonsurgical dental care

Analgesia, analgesic agents, and nitrous oxide, therapeutic drug injections, medicines or drugs for nonsurgical or surgical dental care except that intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.

Waiting periods for endodontic, periodontic and oral surgery services may differ from other Basic Services or Major Services under the same dental plan. There is a 24 month waiting period for replacement of congenitally missing teeth or teeth extracted prior to coverage under this plan.

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your policy. In the event of a discrepancy between the information in this summary and the policy, your policy will prevail.

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. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

10/2020